

MG01

Particulars of a mortgage or charge



103474/13 Comp.

**A fee is payable with this form**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

<b>1</b>	<b>Company details</b>	<div>For official use B</div>
Company number	07095877	→ Filing in this form Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Bel Ami Distribution Limited (the "Chargor")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	21/01/2010	
<b>3</b>	<b>Description</b>	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	Deed of Charge and Security Assignment (the "Charge") in respect of the film provisionally entitled "Bel Ami" (the "Film")	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	All present and future obligations and liabilities (whether actual or contingent, and whether owed jointly or severally or in any other capacity whatsoever, in all currencies, whether or not for the payment of money and including any obligation to pay damages for breach of contract, any obligation to make restitution and all liabilities acquired by the Chargor from any third party) of the Chargor to the Chargee under any Relevant Agreement or otherwise in connection with the Film (and including, without limitation, its obligations under the Financier Agreement and the Collection Agreement) together with all costs, charges, taxes or expenses incurred by the Chargee which the Chargor is obliged to pay under any Relevant Agreement (the "Secured Obligations")  Any capitalised expression not defined in this form shall bear the meaning ascribed to it in the Charge	



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### Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name

XIX Film Limited (the "Chargee")

Address

12 New Fetter Lane, London

Postcode

E C 4 A 1 A G

Name

Address

Postcode

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

- 1 By way of first-ranking security for the performance and discharge of the Secured Obligations, and subject to the proviso for re-assignment in Clause 15 of the Charge, the Chargor
  - 1 1 assigned to the Chargee with full title guarantee (where relevant by way of present assignment of future copyright) all its right, title and interest (both present and future, vested and contingent, statutory and otherwise) in
    - 1 1 1 the entire copyright and all other rights throughout the universe in the screenplay for the Film, and all copies of such screenplay and all sketches and designs thereof and all those of its rights in relation to the underlying rights and materials (including any literary or dramatic work) on which the screenplay is based,
    - 1 1 2 the entire copyright throughout the universe in the Film,
    - 1 1 3 the music, musical compositions and sound recordings of the Film including the lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same,
    - 1 1 4 all rights to distribute, lease, license, sell, exhibit, broadcast or otherwise deal with the Film, the underlying material and all ancillary rights in the Film by all methods and means and in all media throughout the universe,
    - 1 1 5 all literary, property and ancillary rights (including all novelisation, publishing, commercial tie-up, spin-off, sponsorship, merchandising, sequel and remake rights) of every kind and nature in the Film,

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Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional.

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance  
or discount

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You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Please sign the form here

**Signature**

**Signature**

x O/sunny LLP

**This form must be signed by a person with an interest in the registration of the charge**

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### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name JHK\ECC\ALY\21940 8\4038110 1

Company name OLSWANG LLP

Address 90 High Holborn

Post town London

County/Region

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 3000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

**For companies registered in England and Wales.**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland.**  
The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 1 6 each Relevant Agreement to which it is a party and, all of its rights under the CD Charge,</p> <p>1 1 7 all present and future policies of insurance in respect of the Film,</p> <p>1 1 8 all moneys to be earned by it or payable to it or at its direction from the exploitation of any literary or dramatic work written, music composed and/or artistic work created for and/or used in the Film,</p> <p>1 1 9 all its contracts and contract rights, agreements for personal services, book debts and personal property insofar as they relate to the Film and/or to any literary, property or ancillary rights (including all novelisation, publishing, commercial tie-up, spin-off, sponsorship, merchandising, sequel and remake rights) therein,</p> <p>1 1 10 each Account (including all monies standing to the credit of each Account, all interest accrued on any Account and all debts represented by the foregoing) and its beneficial entitlement to revenues paid to the Collection Account,</p> <p>1 1 11 any and all plant and machinery, fixtures, equipment or chattels belonging to the Chargor in connection with the Film at the date of the Charge or thereafter,</p> <p>1 1 12 any and all leasehold or freehold land (or the equivalent in any foreign jurisdiction) belonging to the Chargor in connection with the Film at the date of the Charge or thereafter, and</p> <p>1 1 13 all other rights and tangible and intangible properties created or acquired by or to be created or acquired by it in connection with the Film, and</p> <p>1 1 14 all proceeds, products or other property derived from any and all of the foregoing, including from the distribution, exhibition, sale, rental, licensing or other exploitation of the Film or of any part of the Film and/or of any of the elements of the Film and/or of any rights in underlying material or ancillary, collateral, allied, subsidiary or merchandising rights,</p> <p>1 2 with full title guarantee charged in favour of the Chargee, by way of first fixed charge (which so far as it related to land in England and Wales vested in the Chargor at the date of the Charge was agreed to be a charge by way of first-ranking legal mortgage), all of its right, title and interest (both present and future, vested and contingent, statutory and otherwise), in</p> <p>1 2 1 all pre-print elements of the Film capable of producing prints or additional pre-print elements including master negatives, negatives, duplicate negatives, colour reversal intermediates, colour separations, matrices, inter-positives and inter-</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>negatives,</p> <p>1 2 2 all positive prints, film, video tapes, disks, cut-outs and trims and all other physical properties of or relating to the Film whether in existence at the date of the Charge or thereafter and wherever located,</p> <p>1 2 3 all soundtrack elements relating to the Film including master magnetic tracks, optical soundtrack recordings and music cue sheets and all other sound recordings made in the course of the production of the Film or pursuant to any right acquired or to be acquired in connection with, or arising from, that production,</p> <p>1 2 4 all material, whether in tangible or intangible form, incorporating or reproducing the Film, any music, musical compositions and/or sound recordings or other works produced in connection with the Film, or any part or element of any of them,</p> <p>1 2 5 all rights and properties (including, without limitation, physical properties) created or acquired or to be created or acquired by the Chargor in connection with the Film,</p> <p>1 2 6 all its right, title and interest in and to the Collection Account and the moneys standing to the credit thereof,</p> <p>1 2 7 all moneys from time to time standing to the credit of any account at any bank or financial institution into which any moneys payable to it in connection with the Film, its production and/or exploitation are or will be paid, including each Account, and without prejudice to the foregoing it agreed to hold all such moneys on trust for the Chargee and consented to the Chargee giving notice of the Chargee's interest in each such account to the bank or other financial institution at which such account is or may be held,</p> <p>1 2 8 (insofar as not effectively assigned pursuant to the Charge and described in Clause 1 1 above) those assets referred to in Clause 1 1 above, and</p> <p>1 2 9 all proceeds, products or other property derived from any and all of the foregoing, including from the distribution, exhibition, sale, rental, licensing or other exploitation of the Film or of any part of the Film and/or of any of the elements of the Film and/or of any rights in underlying material or ancillary, collateral, allied,</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>to hold the same unto the Chargee absolutely, throughout the universe, for the full period of copyright (or other rights) in the same wherever subsisting or acquired, and all renewals and extensions thereof, and thereafter (insofar as may be or become possible) in perpetuity, and</p> <p>1 3 with full title guarantee charged in favour of the Chargee by way of first floating charge all the undertaking, property and assets whatsoever belonging to it at the date of the Charge or at any time thereafter, including any assets described in paragraphs 1 1 and 1 2 above that were not validly charged or assigned pursuant thereto, and the Chargor agreed not to part with, sell or dispose of any such assets, in whole or in part (except to the Chargee or (without prejudice to the Security) otherwise on arm's length terms in the ordinary course of its trade and for the purposes of carrying on the same)</p> <p>2 The Chargor undertook to hold on trust for the Chargee absolutely its entire interest and benefit in and to any Security Assets that could not be charged or assigned by it pursuant to the Charge together with, without limitation, all proceeds, products and other property derived from, and any other rights and benefits to which it is beneficially entitled in respect of, such Security Assets</p> <p><b>DEFINITIONS</b></p> <p><b>Account</b> means the Collection Account and any other account held by the Chargor in connection with the Film, including, the Production Accounts, and in each case, the full extent of the Chargor's interest in and rights in respect of such accounts,</p> <p><b>Assignment</b> means the deed of assignment dated the date of the Charge between the Chargor and the Producer pursuant to which the Chargor, having acquired the necessary rights in the screenplay of the Film in order to produce the Film, has assigned the same to the Producer,</p> <p><b>CD Charge</b> means the deed of security assignment and charge dated on or about the date of the Charge between the Chargor, as chargee, and the Producer, the Corporate Member and the FPC as chargors,</p> <p><b>Collection Account</b> means the account maintained by the Collection Agent into which all Gross Receipts are to be paid,</p> <p><b>Collection Agent</b> means Freeway CAM B V or such other independent collection agent as may be approved by the Chargee,</p> <p><b>Collection Agreement</b> means the collection agreement relating to the Film dated on or about the date of the Charge between, among others, the Collection Agent, the Chargor and the Chargee,</p> <p><b>Commissioning and Distribution Agreement</b> means the commissioning and distribution agreement relating to the Film dated on or about the date of the Charge between the Chargor and</p>

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>the Producer,</p> <p><b>Completion Guaranty</b> means the completion guaranty issued in favour of, among others, the Chargee, by Allianz Hungária Biztosító Zrt in respect of the Film,</p> <p><b>Corporate Member</b> means Ingenious Fuller Partnership IM Limited,</p> <p><b>Encumbrance</b> means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title, option or other security interest or any other agreement or arrangement having a substantially similar effect to any of the foregoing,</p> <p><b>Exploitation Agreement</b> means each agreement existing at the date of the Charge or thereafter entered into between any of the Chargor, any Intermediate Licensor and/or the Sales Agent (or any replacement for the Sales Agent determined in accordance with the Interparty Agreement) on the one hand and one or more third parties on the other and pursuant to which such third party is granted rights of distribution or exploitation in respect of the Film,</p> <p><b>Financier Agreement</b> means the agreement dated on or about the date of the Charge between the Chargee and the Chargor pursuant to which the Chargee has agreed to make the Financier Loan available to the Chargor, as amended and/or restated from time to time,</p> <p><b>Financier Loan</b> means the loan to be made available by the Chargee to the Chargor in respect of the Film pursuant to the Financier Agreement,</p> <p><b>FPC</b> means Bel Ami Productions Limited,</p> <p><b>Gross Receipts</b> has the meaning given to it in the Collection Agreement,</p> <p><b>Hungarian PSA</b> means the production services agreement between the Hungarian PSC and the FPC dated on or about the date of the Charge in relation to the Film,</p> <p><b>Hungarian PSC</b> means Pioneer Projekt Kft a company registered in Hungary whose registered office is at 1056 Budapest, Utca 53, Molnar, Hungary,</p> <p><b>Intermediate Licensor</b> means any entity granted distribution rights in the Film in order to mitigate foreign withholding taxes,</p> <p><b>Interparty Agreement</b> means the interparty agreement relating to the Film dated on or about the date of the Charge and entered into between, among others, the Chargor and the Chargee,</p>	



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Short particulars	<p><b>Producer</b> means Ingenious Fuller Partnership LLP,</p> <p><b>Production Services Agreement</b> means the production services agreement relating to the Film dated on or about the date of the Charge between the Producer and the FPC pursuant to which the Producer engages the FPC to render certain production services for the Film,</p> <p><b>Production Account</b> is defined in the Interparty Agreement,</p> <p><b>Relevant Agreements</b> means the Financier Agreement, the Security Agreements, the Commissioning and Distribution Agreement, the Assignment, the Sales Agency Agreement, the Exploitation Agreements, the Collection Agreement, the Interparty Agreement, the Production Services Agreement, the Hungarian PSA, the Completion Guarantee and any other agreement referred to in the Interparty Agreement,</p> <p><b>Sales Agency Agreement</b> means the sales agency agreement made between the Chargor and the Sales Agent relating to the Film,</p> <p><b>Sales Agent</b> means Protagonist Pictures Limited,</p> <p><b>Security</b> means the Encumbrances constituted or evidenced by the Charge over the undertaking, assets and property of the Chargor,</p> <p><b>Security Agreements</b> means the Charge and any other instrument which may have been or is at any time on or after the date of the Charge executed by the Chargor in favour of the Chargee to guarantee or secure the performance and discharge of the Secured Obligations or any of them, and</p> <p><b>Security Assets</b> means all the assets in respect of which the Chargor created (or is expressed, in the Charge, to create) the Security or is at any time required to create the Security and, unless the context otherwise requires, a reference to a Security Asset includes</p> <ul style="list-style-type: none"> <li>(i) any part of that Security Asset,</li> <li>(ii) any proceeds of that Security Asset, and</li> <li>(iii) any present and future assets of that type</li> </ul>	



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 7095877  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE AND SECURTIY  
ASSIGNMENT DATED 21 JANUARY 2010 AND CREATED BY BEL  
AMI DISTRIBUTION LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO XIX FILM  
LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE  
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING  
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE  
4 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 FEBRUARY  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES