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In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House



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A fee is be payable w
Please see 'How to pay

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NO**
You may not use this fo
register a charge where
instrument. Use form M



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04/05/2017

#437

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 1 0 0 1 4 7 7 9 ✓
Company name in full Riverstone Pictures (GTB) Limited ✓

For official use

→ Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date 2 2 0 4 2 0 1 7 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name European Film Bonds A/S ✓

Name Burmester, Duncker & Joly GmbH & Co. KG trading under the name
DFG Deutsche FilmversicherungsGemeinschaft ✓

Name


Name

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

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Particulars of a charge

4	Brief description	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p> <p>To the extent not validly assigned under the security instrument all trademarks, trademark rights, patents and patent rights relating to the film provisionally titled "Guru Tegh Bahadur". Except as set out above there is not any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge. Please refer to the charging instrument for details of the property subject to the fixed charge.</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

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Particulars of a charge



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. The contact information you give will be visible to searchers of the public record.

Contact name Johan Ewing

Company name European Film Bonds

Address 22-25 Eastcastle Street

Post town London

County/Region

Postcode W 1 W 8 D G

Country England

DX

Telephone 0203 725 99 99



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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10014779

Charge code: 1001 4779 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd April 2017 and created by RIVERSTONE PICTURES (GTB) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2017.

Given at Companies House, Cardiff on 11th May 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Deed of Security Assignment and Charge

Dated 22 April 2017 between

Burmester, Duncker & Joly GmbH & Co. KG
Trading under the name **DFG Deutsche FilmversicherungsGemeinschaft**
Trostbrücke 1
20457 Hamburg
Germany

For itself and as agent for AXA Versicherung AG, ERGO Versicherung AG, KRAVAG-
LOGISTIC Versicherungs-AG, Basler Versicherung AG, Hamburg, Bayerischer
Versicherungsverband Versicherungsaktiengesellschaft MSIG Insurance Europe AG and SV
Sparkassen-Versicherung Gebäudeversicherung AG
Fax Number: +40 37 603 144
(Attention: Hendrik Bockelmann)

- hereinafter "**DFG**" -

European Film Bonds A/S
Knabrostraede 30, 2.
1210 Copenhagen K
Denmark
Fax Number: +45 33 34 93 09
(Attention: Per Neumann)

CERTIFIED TRUE COPY
OF ORIGINAL DOCUMENT

SIGNED
DATE 03.05.17
JOHAN EWING
SOLICITOR
22-25 CASTLE ST
LONDON
W1W 8JG
0203 725 99 99

- hereinafter "**EFB**" -

- DFG and EFB hereinafter jointly referred to as "**Guarantor**" -

and

Momhil Productions Limited ("Momhil")
15 Golden Square
London W1F 9JG
Attention: Directors
Email: gtb@theingeniousgroup.co.uk

Riverstone Pictures (GTB) Limited ("Commissioning Company")
99 Kenton Road
Harrow
Middlesex HA3 0AN
Attention: Nik Bower
Email: nik@riverstonepictures.com

Momhil (GTB) Productions Limited ("FPC")

99 Kenton Road
Harrow
Middlesex HA3 0AN
Attention: Nik Bower
Email: nik@riverstonepictures.com

- Commissioning Company, FPC and Momhil together hereinafter **"Producer"**-

WHEREAS Guarantor and Producer have entered into a completion agreement (the **"Completion Agreement"**) dated on or around the date hereof in relation to the film provisionally entitled "Guru Tegh Bahadur" (the **"Film"**). In order to induce Guarantor to enter into a completion guarantee (the **"Completion Guarantee"**) whereby DFG inter alios guarantees delivery of the Film to certain beneficiaries which Producer acknowledges is of benefit to it in enabling the Film to be produced, Producer has agreed to execute and deliver this Agreement.

1. To secure Guarantor's claims for reimbursement of financing, including without limitation interest, in accordance with the Completion Agreement in the event of a claim under the Completion Guarantee, and to secure the performance of Producer's other obligations under the Completion Agreement, Producer hereby (to the extent of its rights, title and interest) as a continuing security for the full and timely payment of the Secured Sums (as defined in the Completion Agreement), subject only to any prior security interests approved in writing by the Guarantor, hereby with full title guarantee:

(a) assigns absolutely to Guarantor all present and future claims, rights, title and interest of Producer of, in and to the Film and the screenplay for the Film and trade marks, design rights or patents connected with the Film and all other written and musical matter embodied or to be embodied or used in the Film or acquired in connection with the Film and all rights of exploiting and communicating to the public the same (and in so far as necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright Designs and Patents Act 1988); and

(b) assigns absolutely to Guarantor all present and future interest and rights of Producer of and in all existing and future agreements entered into by Producer in connection with the production of the Film (including without limitation the commissioning agreement between the Commissioning Company and Momhil (the **"Commissioning Agreement"**) the production services agreement between Momhil and the FPC (the **"Production Services Agreement"**) including without limitation all rights granted and all amounts payable thereunder and the benefit of all undertakings, covenants, representations and warranties made therein and all rights under, or in connection with, all contracts and policies of insurance or indemnity relating to the Film and all claims of whatsoever nature relating thereto and all returns of premiums in respect of such contracts or policies and the products and proceeds of any or all of the foregoing; and

(c) charges in favour of Guarantor by way of first fixed charge all present and future property acquired for or used in connection with the Film (to the extent it is not assigned to

Guarantor pursuant to Clauses 1(a) or (b)) and the proceeds and products thereof including without limitation all negatives, interpositives, prints and sound materials for the Film and sums from time to time standing to the credit of any account of Producer relating directly or indirectly to the Film; and

(d) charges in favour of Guarantor by way of first floating charge the whole of Producer's undertaking and assets, present and future to the extent (if at all) that the fixed charge over any part thereof is for any reason ineffective as a fixed charge and to the extent (if at all) that the assignment of any part thereof is for any reason ineffective as an assignment

(the property and assets of the Producer for the time being assigned or charged to the Guarantor hereunder being hereinafter the "**Charged Property**") PROVIDED THAT, in respect of Momhil, the Charged Property shall always exclude the Excluded Property (defined below)). In this Agreement, "**Excluded Property**" shall mean: (i) any right to which Momhil is entitled as chargee or assignee upon enforcement of any charges and deed of assignment relating to the Film dated on or about the date of this Agreement between the Commissioning Company and Momhil and between the FPC and Momhil or any notice of charge or laboratory pledgeholder agreement or other encumbrance granted in favour of Momhil in connection with the Film; (ii) any sums due or payable to Momhil pursuant to the Commissioning Agreement, the Completion Guarantee, the Interparty Agreement and/or the Collection Agreement (defined below); (iii) any contractual rights granted to Momhil pursuant to the Producer Value Agreements (defined below) (excluding for the avoidance of doubt any contractual rights granted to Momhil pursuant to the Production Services Agreement) or any other rights or remedies of Momhil which arise by operation of law in connection with the Producer Value Agreements (excluding for the avoidance of doubt such rights or remedies of Momhil under the Production Services Agreement); and (iv) all other assets, rights or benefits that are not directly relating to, enjoyed or used in connection with, the Film. "**Producer Value Agreements**" means the Completion Guarantee, the Interparty Agreement, the distribution rights acquisition agreement with Eros International Media Limited ("**Distributor**") in connection with the Film, the Financing Agreements, any agreements granting distribution rights in respect of the Film, any distributor notices of assignment and acceptances entered into in connection with such distribution agreements and the Collection Agreement.

Upon Guarantor being satisfied in its sole discretion that the Secured Sums have been fully paid and Guarantor has no further liability, whether actual or contingent, under the Completion Guarantee, Guarantor shall at the request and at the cost of Producer execute and do all such deeds, acts and things as may be reasonably necessary to release the Charged Property from the assignments and charges contained in this Agreement and reassign the Charged Property to Producer. The restriction on consolidation of mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to the security created by this Agreement.

2 Producer undertakes that it shall not, without the prior written consent of Guarantor, create, agree to create or allow to subsist any mortgage, charge, assignment for the purpose of

security, pledge, lien, right of set off, arrangement for retention of title or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest or encumbrance of any kind whatsoever on or over the Charged Property or any part of it and that it shall not agree to exploit or otherwise deal with any of the Charged Property other than with the prior written consent of Guarantor.

3 Producer undertakes at Guarantor's request and cost to enter into such further documents and do all acts and things (including without limitation the giving of notices) as Guarantor may require to give effect to the provisions of this Agreement or to perfect the security intended to be created by this Agreement in any territories of the world, save that the Guarantor acknowledges and agrees that Momhil may assign and grant security over the Producer Entitlement (as defined in the Interparty Agreement) to any third parties.

4 The following shall each be an "**Event of Default**":

(a) Guarantor makes a demand to Commissioning Company and/or FPC in writing for payment of all amounts owing to Guarantor in accordance with the terms of this Agreement and payment thereof is not made by Commissioning Company and/or FPC within 10 days of the date of such demand; or

(b) Producer commits any material breach of this Agreement or the Financing Agreements, the Commissioning Agreement or the Production Services Agreements or any agreement with any person entered into in connection with the Film which remains unremedied after receipt of written notice requiring remedy within 2 Business Days (which for the purpose of this Agreement shall mean days which are not Saturdays, Sundays or days on which banks in England are required to be shut) or forthwith upon such happening if such breach is not capable of remedy; or

(c) Any judgment is obtained against Producer which substantially or materially affects its credit and financial standing in relation to Guarantor and is not discharged within 14 days of such judgment being obtained unless Producer shall appeal such judgment within the time allowed for appeal; or

(d) Any distress or execution is levied or issued upon or against any of the chattels or property of Producer and the same is not paid out within 14 days of the levying or issuing of the same; or

(e) Producer ceases or threatens to cease to carry on the business it carries on at the date of this Agreement; or

(f) Producer is unable to pay its debts as they fall due or commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors; or

(g) Producer takes any corporate action or other steps are taken or legal proceedings are

started for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its revenues and assets; or

(h) Producer repudiates this Agreement or the Financing Agreements or the Commissioning Agreement, or the Production Services Agreements or the interparty agreement for the Film between inter alios Producer, Guarantor and the Financiers ("**Interparty Agreement**") or does or causes to be done any act or thing evidencing an intention to repudiate any of those agreements without the prior written consent of the Guarantor; or

(i) At any time it is or becomes unlawful for Producer to perform or comply with any or all of its obligations under this Agreement or the Financing Agreements, the Commissioning Agreement, the Production Services Agreements or the Interparty Agreement or any of the obligations of Producer pursuant to such Agreements are not or cease to be legal, valid and binding; or

(j) Any circumstances arise which give reasonable grounds in the opinion of Guarantor for belief that Producer may not (or may be unable to) perform or comply with its obligations pursuant to this Agreement or the Financing Agreements, the Commissioning Agreement, the Production Services Agreements or the Interparty Agreement; or

(k) There is a Completion Bond Event (as defined in the Completion Agreement).

5 On the happening of any Event of Default or at any time thereafter the security created by this Agreement shall become enforceable and, upon enforcement, the Secured Sums shall immediately become due and payable, and thereafter Guarantor may, in respect of the Charged Property or any part of it:

(a) by notice to Producer convert the floating charge pursuant to Clause 1(d) into a fixed charge as regards all or any of the assets or property specified in such notice;

(b) sell, call in, convert into money or otherwise, take possession of, hold, dispose of or deal with any part of the Charged Property in such manner and upon such terms as it shall think fit;

(c) appoint one or more persons to act as a receiver or manager of any of the Charged Property appointed under powers contained in this Agreement or the Law of Property Act 1925 and, where the context permits and the law allows, such expression shall include any Administrator (as hereafter defined) appointed by Guarantor (hereinafter "**Receiver**") and the Receiver shall have the powers set out in Section 109 of the Law of Property Act 1985 and in Schedule 1 to the Insolvency Act 1986 and all rights to exercise all such other power and authority in relation to the Charged Property as Guarantor shall think fit and so that Guarantor and/or the Receiver may in relation to all or any part of the Charged Property exercise and

confer any powers and authorities which Guarantor or the Receiver could exercise and confer if it were the absolute beneficial owner thereof and to use the name of Producer for any such purposes;

(d) appoint an administrator of Producer pursuant to Schedule 1 of the Insolvency Act 1986 and the rules made thereunder as from time to time amended (and in respect of any jurisdiction outside England and Wales includes any local laws regulating the rights of creditors, insolvency officers or the distribution of assets of Producer on an insolvency) (hereinafter "**Administrator**");

(e) exercise the powers conferred upon mortgagees by section 101 of the Law of Property Act 1925 without the restrictions imposed by section 103 of the Law of Property Act 1925; and

(f) exercise all or any of the powers conferred upon Guarantor by this Agreement or otherwise conferred by statute or common law on mortgagees;

(g) exercise all powers which may be lawfully exercised by Guarantor as assignee of Producer under all charges, security agreements or other agreements or documents conferring any security interest on Producer;

and for the purposes of all powers implied by statute the Secured Sums are deemed to have become due and payable on the date of this Agreement.

6 The Receiver shall be entitled to remuneration for his services and the services of his firm appropriate to the work and responsibility involved upon the basis of charging from time to time adopted by the Receiver or his firm and without being limited by the maximum rate specified in Section 109(6) of the Law of Property Act 1925. From time to time, Guarantor may fix the remuneration of the Receiver and direct that such remuneration be paid from monies accruing to the Receiver in the exercise of his powers as receiver, but Commissioning Company and FPC alone shall be liable for the payment of such remuneration.

7 All the powers, authorities and discretions which are conferred by this Agreement either expressly or impliedly upon the Receiver may be exercised by Guarantor in relation to the Charged Property or any part of it without first appointing a Receiver or notwithstanding the appointment of a Receiver. The powers conferred by this Agreement in relation to the Charged Property on Guarantor or on the Receiver shall be in addition to, and not in substitution for, the powers conferred on mortgagees or receivers under the Law of Property Act 1925 and the Insolvency Act 1986 or otherwise available at law. If there is any ambiguity or conflict between the powers conferred on the Receiver by the Law of Property Act 1925, Schedule 1 of the Insolvency Act 1986 and the powers conferred by this Agreement, the powers conferred by this Agreement shall prevail.

8 Commissioning Company and FPC hereby irrevocably appoints the Receiver to be the attorney of Commissioning Company and FPC on the same terms as set out in Schedule 9

of the Completion Agreement as though the Receiver were the Attorney therein. Guarantor and any Receiver may, at any time and from time to time, delegate by power of attorney or in any other manner to any person all or any of the powers, authorities and discretions which are, for the time being, exercisable by Guarantor or any Receiver under this Agreement, the Law of Property Act 1925 or the Insolvency Act 1986 in relation to the Charged Property or any part of it, and any such delegation may be made upon such terms and conditions (including without limitation the power to sub-delegate) and subject to such regulations as Guarantor or the Receiver (as the case may be) may think fit. Guarantor and the Receiver shall not be in any way liable or responsible to Commissioning Company and FPC for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate (or sub-delegate).

9 All money received by Guarantor or the Receiver shall be applied in the following order:

- (a) in payment of the remuneration of the Receiver and the costs of realisation including without limitation all costs and expenses of, or incidental to, any exercise of any power conferred by this Agreement;
- (b) in, or towards, the payment of any debts or other liabilities which are by statute made payable in preference to the Secured Sums to the extent to which such debts or liabilities are made so payable; and
- (c) subject to the Interparty Agreement and collection agreement for the Film ("**Collection Agreement**") in or towards satisfaction of the Secured Sums in such order as Guarantor or the Receiver shall, in his absolute discretion, determine; and
- (d) subject to the Interparty Agreement and Collection Agreement the surplus (if any) shall be paid to Producer or as may otherwise be required by law.

The provisions of this Clause 9 shall take effect as and by way of variation and extension of the provisions of Sections 99 to 109 inclusive of the Law of Property Act 1925, which provisions so varied and extended shall be regarded as incorporated herein.

10 No purchaser or other person dealing with Guarantor or the Receiver or their delegates shall be bound to enquire whether the right of the Guarantor or Receiver to exercise any of its powers has arisen or become exercisable or be concerned with notice to the contrary and all the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 and Section 42 of the Insolvency Act 1986 shall apply to any person purchasing from, or dealing with, Guarantor or the Receiver or their delegates in like manner as if the statutory powers of sale and of appointing a Receiver in relation to the Charged Property or any part of it had not been varied or extended by this Agreement.

11 If notwithstanding the foregoing any proceeds from the exploitation of the Film or from the disposition of any Charged Property due and payable to Guarantor should be paid to

Producer, Producer shall collect such payments as a trustee of Guarantor and shall forward all such amounts to Guarantor without demand, without undue delay, and in the full amount subject to any deductions that are required by law.

12. Any re-assignment, release, settlement or discharge between Producer and Guarantor shall be conditional upon no security or payment made or given to Guarantor being avoided, reduced, set aside or rendered unenforceable by virtue of any provision or enactment now or hereafter in force relating to bankruptcy, insolvency or liquidation and if any such security or payment shall be avoided, reduced, set aside or rendered unenforceable Guarantor shall be entitled to recover the full amount or value of any such security or payment from Producer and otherwise to enforce this Agreement as if such re-assignment, release, settlement or discharge had not taken place.

13. This Agreement shall remain the property of Guarantor notwithstanding any release or discharge or purported release or discharge of the security created by it.

14. Guarantor shall be entitled to charge, sub-charge, license, transfer, assign or otherwise grant security over or deal with all or any of the rights assigned and granted to it pursuant to this Agreement (including the benefit of any warranties, undertakings, representations and indemnities) to any third party subject to the terms of this Agreement. Producer shall not assign any part or all of its rights and benefits under this Agreement to any third party without the prior written consent of Guarantor.

15. If any Clause or any part of this Agreement or the application of any Clause or any such part of this Agreement to either party shall for any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect.

16. Any notices required to be given under the provisions of this Agreement shall be in writing and in English and shall be deemed to have been duly serviced if hand delivered or sent by facsimile or other print-out communication mechanisms or, within the United Kingdom, by prepaid special or first-class recorded delivery post, or, outside the United Kingdom, by prepaid international courier, correctly addressed to the relevant party's address as specified in this Agreement or to such other address as either party may hereafter designate from time to time in accordance with this Clause and any notice so given shall be deemed to have been served (unless actually received at an earlier time in which case the time of service shall be the time of such actual receipt):

(a) if hand delivered, at the time of delivery;

(b) if sent by facsimile or other print-out communication mechanisms, at completion of transmission if during business hours at its destination, or at the opening of business on the next Business Day if not during business hours but subject to proof by the sender that it holds an answerback or automatic printout confirming successful transmission in readable form sender that it holds a transmission report indicating uninterrupted transmission to the

addressee; and

(c) if sent by prepaid post as aforesaid, 48 hours after posting (exclusive of the hours of Sunday), if posted to an address within the country of posting, and 3 days after posting if posted to an address outside the country of posting.

17. No failure or delay on the part of Guarantor in exercising any right, title, power or remedy under this Agreement (and no single or partial exercise of any such right, title, power or remedy) shall operate as a waiver of such right, title, power or remedy. The remedies provided in this Agreement are cumulative and not exclusive of any remedies in law.

18. Nothing contained in this Agreement shall constitute a partnership or a joint venture between the parties and no party is or shall hold itself out as agent or partner of the other save as explicitly provided herein.

19. This Agreement and all matters arising from or connected with it shall be governed by, and construed in accordance with, the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales provided however that Guarantor may commence and maintain any action against Producer arising under this Agreement in the courts of any other jurisdiction. Producer irrevocably waives any objection it might have to the courts of England being nominated as the forum to hear and decide any proceedings brought before it and to settle any dispute which may arise out of or in any way in connection with this Agreement and agrees not to claim that the courts of England are not a convenient or appropriate forum for these purposes.

20. This Agreement may be entered into in any number of counterparts each of which when so executed and delivered shall be an original.

21. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement (but this does not affect any right or a third party which exists or is available apart from that Act).

22. Notwithstanding anything to the contrary in this Agreement and any other agreement to which Momhil is a party, Momhil will have no obligation to make any payments to Guarantor in connection with this Agreement or any other agreement to which it is a party in relation to the Film from any of its assets, resources or sources other than the Charged Property (but which assets, resources or sources for such purpose shall expressly exclude Momhil's rights under the Completion Guarantee).

23. Notwithstanding anything to the contrary in this Agreement, in the event of the occurrence of any Event of Default or Completion Bond Event which results directly or indirectly from any default, act or omission of Commissioning Company, FPC, Guarantor or any third party, whether under this Agreement or under any other agreement in relation to the Film, such Event of Default or Completion Bond Event shall not entitle Guarantor to exercise against Momhil any remedies which might otherwise be available to it under this Agreement

or otherwise at law or in equity and Momhil shall be under no obligation to Guarantor (either with regard to the payment of indemnity payments or otherwise) in connection therewith.


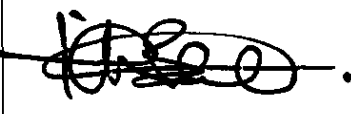
24. For the avoidance of doubt, Clauses 22 and 23 shall not in any way limit Guarantor's rights and remedies as against Commissioning Company and FPC including its rights under this Agreement to take over production of the Film.

25. In the event that Guarantor exercises its right of takeover under this Agreement, Momhil shall not knowingly prevent Commissioning Company and FPC complying with Guarantor's instructions under this Agreement and Momhil shall not exercise such rights over Commissioning Company and FPC (including rights to instruct Commissioning Company and FPC) that it may have under any agreement so as to frustrate Guarantor's exercise of its rights hereunder.

26. It is acknowledged that the undertakings, representations and warranties made in this Agreement by Producer are made severally by each of Commissioning Company, FPC and Momhil are for itself only and that Momhil only gives the undertakings, representations and warranties expressly given by it or by the Producer hereunder.

27. For the avoidance of doubt, the fact that Momhil is a party to this Agreement and the undertakings, representations and warranties (if any) provided by Momhil hereunder are without prejudice to the rights of Momhil as a beneficiary under the Completion Guarantee (subject to the provisions of Clause 6.7 of the Completion Guarantee).

IN WITNESS whereof Producer has executed this instrument as a Deed and Guarantor has executed this instrument under hand the day, month and year first above written.

<p>DULY EXECUTED AND DELIVERED as a DEED</p> <p>on behalf of RIVERSTONE PICTURES (GTB) LIMITED</p> <p>acting by its director</p> <p>Director ..NIK BOWER..... PRINT NAME</p> <p>in the presence of</p> <p>Witness Signature.....</p> <p>Name...VICKY SKEA.....</p> <p>Address...72 WELLS ST.....LONDON W1T 3QF.....</p>	
<p>DULY EXECUTED AND DELIVERED as a DEED</p> <p>on behalf of MOMHIL PRODUCTIONS LIMITED</p> <p>acting by its director</p> <p>Director PRINT NAME</p> <p>in the presence of</p> <p>Witness Signature.....</p> <p>Name.....</p> <p>Address.....</p> <p>.....</p>	

DULY EXECUTED AND DELIVERED as a DEED

on behalf of

MOMHIL (GTB) PRODUCTIONS LIMITED

acting by its director

Director

.....

PRINT NAME

in the presence of

Witness Signature.....

Name.....

Address.....

.....