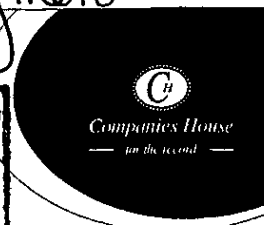


MG01

Particulars of a mortgage or charge

Credit card Payment



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
company. To do this, please use
form MG01s

THURSDAY



LD3 *LLDW2M36* 224
COMPANIES HOUSE

1 Company details

Company number 0 2 6 6 8 4 5 9

Company name in full CANAL + IMAGE UK LIMITED ("Chargor")

23 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d 2 d 8 m 0 m 7 y 2 y 0 y 1 y 0

3 Description

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 Security Assignment and Charge ("Charge") relating to "Rafta Rafta" ("Film")

4 Amount secured

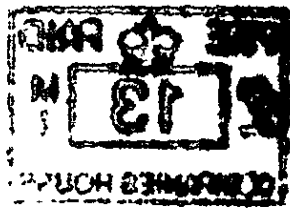
Please give us details of the amount secured by the mortgage or charge

Amount secured

The Chargor's covenant to the Chargee to perform all its obligations
under the UKFC Agreement and on demand to pay to the Chargee
and discharge when due the UK Film Council Advance and any other
sums due and payable to the Chargee pursuant to the UKFC
Agreement, the Charge or otherwise (the UK Film Council Advance
and all other sums from time to time due and payable to the Chargee
under the UKFC Agreement and the Charge) and to duly and
punctually perform and discharge all its respective obligations and
liabilities under the Relevant Agreements to which it is a party
("Secured Obligations") (All capitalised expressions used in this
Form MG01 and not otherwise defined shall bear the meaning
ascribed to them in Part 2 of the continuation sheet)

Continuation page

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



MG01

Particulars of a mortgage or charge

5

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	UK FILM COUNCIL ("Chargee")									
Address	10 Little Portland Street									
	London									
Postcode	W	1	W		7	J	G			
Name										
Address										
Postcode										

6

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	<p>Part 1</p> <p>1 ASSIGNMENT</p> <p>The Chargor, by way of continuing security for the payment and performance of the Secured Obligations hereby assigns to the Chargee with full title guarantee (and insofar as necessary by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988 as the same may be amended or replaced from time to time) all of its right, title and interest in and to the following excluding only the UK Tax Credit Account and the UK Tax Credit Receipts</p> <p>1 1 the entire copyright and all of the Chargor's other rights in and to the Film and all elements contained therein and in any music, music compositions and / or recordings including lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same and other copyright works produced by or for the Chargor in connection with the Film,</p> <p>1 2 the rights of copyright and other rights in all underlying material acquired or created by the Chargor to enable the Film to be produced and exploited in any and all media and by any and all means now known or invented in the future,</p> <p>1 3 all literary, property and ancillary rights (including, without limitation, all publishing, and merchandising rights) in the Film but excluding the Future Film Rights,</p> <p>1 4 all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor relating to the Film or to any literary property and ancillary rights therein and the benefit of any insurance policy taken out in connection with the Film,</p> <p>1 5 all other rights and tangible and intangible properties created or acquired or to be created or acquired by the Chargor in connection with the Film,</p> <p style="text-align: right;">cont/d</p>
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MG01 - continuation page

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 6 all rights to distribute, lease, licence, sell, exhibit, broadcast or otherwise deal with the Film, underlying material and ancillary rights by all methods and means in all media throughout the universe including, without limitation, the Chargor's entitlement to receive all monies and other proceeds derived therefrom,</p> <p>1 7 all the Chargor's rights, interests and benefits in and to the Relevant Agreements,</p> <p>1 8 the revenues from book debts owed to the Chargor or in respect of, and proceeds of, any or all of the above including, without limitation, any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Film or any part of the Film, including, without limitation, all proceeds, profits and products, whether in money or otherwise, from the sale, rental or licensing of the Film and / or any of the elements of the Film including, without limitation, from rights in underlying material or ancillary collateral, allied, subsidiary and merchandising rights,</p> <p>for the Chargee TO HOLD the same 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</p> <p>2 CHARGE</p> <p>2 1 The Chargor, by way of continuing security for the payment and performance of the Secured Obligations hereby charges by way of first fixed charge in favour of the Chargee, the Chargor's right, title and interest in and to the following throughout the universe excluding only the UK Tax Credit Account and the UK Tax Credit Receipts</p> <p>2 1 1 all copies of the Film and any music and / or sound recordings or other works produced in connection with the Film and all materials in tangible or intangible form incorporating or reproducing the same or any part or element thereof,</p> <p>2 1 2 all rights and properties, including, without limitation, physical properties created or acquired or to be created or acquired in connection with the production of the Film,</p> <p>2 1 3 all sums from time to time standing to the credit of the Chargor in the Accounts subject to the provisions of any agreement (including, but not limited to, the Collection Agreement), to which the Chargee is a party, relating to the allocation of such sums,</p> <p>2 1 4 the revenues from book debts owed to the Chargor in respect of, and proceeds of, any or all of the above,</p> <p>2 1 5 (insofar as not effectively assigned pursuant to Paragraph 1 above) those items referred to in Paragraph 1 above,</p> <p>2 1 6 any and all plant and machinery, fixture or equipment or chattels relating to the Film now or hereafter belonging to the Chargor,</p> <p style="text-align: right;">cont/d</p>	

MG01 - continuation page

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>2 1 7 all other tangible properties created or to be created or acquired by the Chargor in connection with the Film,</p> <p>2 1 8 (insofar as not effectively assigned pursuant to Paragraph 1 above) all rights and claims to which the Chargor is or may become entitled in respect of any policy of insurance in respect of any item charged or assigned hereunder</p> <p>2 2 The Chargor, by way of continuing security for the full and timely payment and performance of the Secured Obligations, hereby charges in favour of the Chargee by way of floating charge all the undertaking of the Chargor in respect of the Film, including, but not limited to, all rights, assets, property, stock-in-trade and cash in the bank or otherwise now, or at any time during the continuance of this Deed, belonging to the Chargor in each case only in respect of the Film and the Chargor agrees not to part with, sell or dispose of the whole or part of its said undertaking and assets in respect of the Film (except by way of sale in the ordinary course of its business and for the purpose of carrying on the same and without prejudice to the above-mentioned legal charge and assignment)</p> <p>2 3 The Chargor hereby covenants with the Chargee that the Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any encumbrance, charge or pledge upon the whole or any part of the Collateral other than those referred to in the Interparty Agreement</p> <p>PART 2 - DEFINITIONS</p> <p>"Accounts" means any account established for the Film other than the UK Tax Credit Account or the Production Account or the Chargor's interest in any collection account for the Film,</p> <p>"Collateral" means the property, assets and interests (whether present or future) hereby charged or assigned or to be charged or assigned or each or any of them or part thereof under this Deed in favour of the Chargee and all other property and assets which at any time are or are required to be charged in favour of the Chargee under the Deed,</p> <p>"Collection Agreement" means the collection agreement relating to the Film to be entered into by inter alia the Chargor, the Chargee, Rafta Rafta Limited, StudioCanal S A and Film Finances, Inc as the same may be amended, varied and supplemented from time to time,</p> <p>"Completion Guarantee" means the guarantee of completion of the Film to be given by Film Finances, Inc in favour of inter alia the Chargee,</p> <p>"Distribution Agreements" means the distribution agreements in respect of the Film to be entered into between the Chargor and each of StudioCanal S A , Optimum Releasing Limited and Kinowelt,</p> <p>"Future Film Rights" means the right to develop produce and/or exploit any and all remakes, sequels, prequels and television and/or film spin-offs of the Film (as all such terms are customarily understood in the motion picture and television industry of England) and any related character rights,</p> <p style="text-align: right;">cont/d</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="360 353 1042 387">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="352 421 1445 488">"Interparty Agreement" means the interparty agreement in respect of the Film between (inter alia) Chargor, Chargee, StudioCanal S A , Rafta Rafta Limited and Film Finances, Inc ,</p> <p data-bbox="352 521 1469 589">"Production Account" means the production account for the Film held at Barclays Bank in the name of "Rafta Rafta Limited",</p> <p data-bbox="352 622 1461 790">"Relevant Agreements" means this Deed, the Interparty Agreement, the Collection Agreement, the Completion Guarantee, the Distribution Agreements, the Sales Agency Agreements and any other document required as a condition precedent or condition subsequent to the UKFC Agreement and any other agreement entered into by the Chargor in relation to the Film and any other agreement referred to in the Interparty Agreement,</p> <p data-bbox="352 824 1437 891">"Sales Agency Agreement" means the distribution and sales agency agreement in respect of the Film to be entered into between StudioCanal S A and the Chargor,</p> <p data-bbox="352 925 1469 1025">"UK Film Council Advance" means the sum of £250,000 (two hundred and fifty thousand pounds sterling) which the Chargee agrees to make available to the Chargor in relation to the production of the feature Film,</p> <p data-bbox="352 1059 1469 1160">"UKFC Agreement" means the production finance agreement dated on or about the date of the Charge between (inter alia) the Chargee, Rafta Rafta Limited, Left Bank Pictures (Film) Limited and the Chargor,</p> <p data-bbox="352 1193 1422 1261">"UK Tax Credit Account" means the tax credit account for the Film held at Barclays Bank in the name of "Rafta Rafta Limited", and</p> <p data-bbox="352 1294 1477 1361">"UK Tax Credit Receipts" means one hundred per cent (100%) of all sums received into the UK Tax Credit Account by way of payment of UK Tax Credit in respect of the Film</p>

MG01

Particulars of a mortgage or charge

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Particulars as to commission, allowance or discount (if any)

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

N/A

8

Delivery of instrument

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).

9

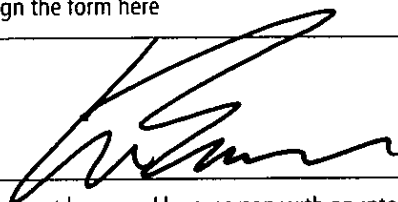
Signature

Please sign the form here

Signature

Signature

X



X

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

MG01

Particulars of a mortgage or 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 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 **Lou Gillett**

Company name **UK FILM COUNCIL**

Address **10 Little Portland Street**

Post town

County/Region **London**

Postcode **W 1 W 7 J G**

Country

DX

Telephone **020 7861 7895**

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 or email 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2668459
CHARGE NO. 23**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 28 JULY 2010 AND CREATED BY CANAL
+ IMAGE UK LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO UK FILM COUNCIL
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 29 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 AUGUST 2010

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES