

MR01

Particulars of a charge



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A fee is be payable with this form
Please see 'How to pay' on the last page.

☒ What this form is for

You may use this form to register
a charge created or evidenced by
an instrument.

☒ What this form is NOT for

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register a charge where
instrument. Use form



L747IECG

LD4 19/04/2018 #117
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A26 11/04/2018 #368
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This form must be delivered to the Registrar for registration
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 a
court order extending the time for delivery.



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

1 Company details

Company number 02989602

Company name in full Entertainment One UK Limited ("Entertainment UK")

34 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 31/03/2018

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 CMH VII, L.P. (the "Secured Party")

Name

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.

MR01

Particulars of a charge

4	Brief description 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. Brief description Pursuant to the Deed of Security Assignment and Charge between Entertainment UK, Alliance Films (UK) Limited (together with Entertainment UK, the "Chargors") and the Secured Party, dated 31 March 2018 (the "Agreement"), each Chargor created security over certain intellectual property rights, titles and interests, including in connection with the UK Pictures (as defined therein). For more details, please refer to the Agreement.	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". Please limit the description to the available space.
5	Other charge or fixed security 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement 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. <input type="checkbox"/>	ⓘ This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X Alain Gump UP (counsel to the Secured Party) This form must be signed by a person with an interest in the charge.	X

MR01

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 **Bhavik Mehta**

Company name **Akin Gump LLP**

Address **Ten Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 E G**

Country **United Kingdom**

DX

Telephone **0207 012 9621**



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2989602

Charge code: 0298 9602 0034

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2018 and created by ENTERTAINMENT ONE UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2018.

Given at Companies House, Cardiff on 25th April 2018

P



Companies House



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

DEED OF SECURITY ASSIGNMENT AND CHARGE

(1) ALLIANCE FILMS (UK) LIMITED

(2) ENTERTAINMENT ONE UK LIMITED

as Chargors

and

(3) CMH VII, L.P.

as Secured Party

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Signature : Nicholas Pascal
Date : 19/04/2018

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THIS AGREEMENT is made on 31 March 2018

BETWEEN:

- (1) **ALLIANCE FILMS (UK) LIMITED**, a private limited company incorporated in England and Wales with company number 03408170 and having its registered office at 45 Warren Street, London, W1T 6AG, United Kingdom ("**Alliance**");
- (2) **ENTERTAINMENT ONE UK LIMITED**, a private limited company incorporated in England and Wales with company number 02989602 and having its registered office at 45 Warren Street, London, W1T 6AG, United Kingdom ("**Entertainment UK**, together with Alliance, the "**Chargors**")"; and
- (3) **CMH VII, L.P.**, a limited partnership governed by the laws of the State of Delaware (the "**Secured Party**").

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Deed:

"**APA**" means the asset purchase agreement dated on or around the date of this Deed and entered into by, amongst others, the Chargors as Sellers and the Secured Party as Buyer, pursuant to which the Seller has agreed to sell, and the Buyer has agreed to purchase from the Seller, the Assigned Assets;

"**Assigned Assets**" means all of the Chorgor's right, title and interest in, to and under, or relating to (a) (i) the Contracts (ii) the Exploitation Rights pursuant to the Underlying Agreements; and (iii) the right to receive and retain all sums payable from the Exploitation Rights and Economic Interests pursuant to the Contracts, (b) *less* (for greater certainty) the amounts such Chorgor is entitled to retain or be paid under the Distribution Agreement (including, without limitation the Distribution Fee (as defined in the Distribution Agreement)), the Tangible Personal Property and all Licensed Rights (as defined in the Distribution Agreement) granted to the Chorgor under the Distribution Agreement, (c) but in all events, *excluding* (for greater certainty): (i) the revenues payable to the Chorgor or any of its Affiliates under any Contract that are recognized by such Chorgor or its Affiliate on or prior to March 31, 2018; and (ii) any and all sequel, prequel, remake or other so-called subsequent production rights in respect of a Library Title and arising under an Underlying Agreement.

"**Business Day**" means any day other than a Saturday or Sunday, on which banks in Toronto, Canada, Los Angeles, USA and London, England are open for commercial banking business during normal banking hours;

"**Charged Property**" means all of each Chorgor's right, title and interest in, to and under, or relating to the Assigned Assets.

"**Distribution Agreement**" means the library distribution agreement dated on or around the date of this Deed and entered into by, amongst others, the Chargors, the

Secured Party and the other Obligors pursuant to which the Secured Party has agreed to license certain distribution rights in the UK Pictures to the Chargors.

"Event of Default" means the events set out at clauses 13.3(a) and (b) of the Distribution Agreement.

"Obligors" means the Chargors and each other entity set out in Appendix A of the APA (as amended from time to time);

"Parties" means each of the parties to this Deed from time to time;

"Quasi-Security" means a transaction in which any Chargor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by any Chargor or any other member of that Chargor's group;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset;

"Receiver" means an administrator, a receiver and manager or (if the Secured Party so specifies in the relevant appointment) receiver in each case appointed under this Deed;

"Relevant Agreements" means the Exploitation Agreements and the Transaction Documents;

"Secured Obligations" means all money, obligations or liabilities due, owing or incurred to the Secured Party by each Chargor under any Transaction Document at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by the Secured Party in connection therewith except for any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006;

"Security" means a mortgage, charge, pledge or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Documents" means this Deed, any other security document entered into by any Obligor in favour of the Buyer, any UCC financing statements, any other forms or filings reasonably necessary to perfect any security interests created or evidenced by any of the foregoing, and any other ancillary documentation which is required to be or

is otherwise executed by the Obligors and is delivered to the Secured Party in connection with the foregoing documents;

“Transaction Documents” means the Security Documents, the APA and the Distribution Agreement.

“UK Exploitation Agreements” means the Exploitation Agreements relating to the distribution (including sub-distribution) and exploitation of the UK Pictures that are entered into by either Chargor;

“UK Pictures” means the motion pictures listed in the first column of Schedule 1 (*Charged Property*) hereof for exploitation in the UK Territory; and

“UK Territory” means the territory of the United Kingdom as more particularly described in the UK Exploitation Agreements, including (some or all, as applicable, of) Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the Republic of Ireland, Malta and Gibraltar.

1.2 Construction

In this Deed, unless a contrary intention appears, a reference to:

- (a) an **“agreement”** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **“amendment”** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **“amend”**, **“amending”** and **“amended”** shall be construed accordingly;
- (c) **“assets”** includes present and future properties, revenues and rights of every description;
- (d) **“including”** means including without limitation and **“includes”** and **“included”** shall be construed accordingly;
- (e) **“losses”** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **“loss”** shall be construed accordingly;
- (f) a **“person”** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of any two or more of the foregoing; and
- (g) a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 Other References

- (a) In this Deed, unless a contrary intention appears, a reference to:

- (i) the Secured Party and each Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees;
 - (ii) any Transaction Document, any Relevant Agreement or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or novated;
 - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Deed and any reference to this Deed includes its schedules; and
 - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Deed are inserted for convenience only and are to be ignored in construing this Deed.
 - (c) Words importing the plural shall include the singular and vice versa.

1.4 Incorporation by reference

Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the APA and the Distribution Agreement have the same meanings when used in this Deed.

1.5 Miscellaneous

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between the Chargors and the Secured Party relating to the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of the Charged Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (b) Notwithstanding any other provision of this Deed, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.
- (c) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no rights or benefits expressly or impliedly conferred by this Deed shall be enforceable under that Act against the Parties by any other person.
- (d) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

2. COVENANT TO PAY

Each Chargor as a primary obligor covenants with the Secured Party that it will on demand pay the Secured Obligations when they fall due.

3. CHARGING PROVISIONS

3.1 Specific Security

Each Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Secured Party with full title guarantee (subject to the Permitted Encumbrances) the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge (subject to the Permitted Encumbrances) if not effectively assigned by clause 3.2 (*Security Assignment*):

- (a) all of its rights, titles and interests in (and claims under or in connection to) the Charged Property; and
- (b) the benefit of all licences, consents and agreements held by it in connection with the use of the Charged Property.

3.2 Security Assignment

Subject to clause 3.5, as further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely with full title guarantee (subject to the Permitted Encumbrances) to the Secured Party:

- (a) all of its rights titles and interests, both present and future, from time to time in (and claims under or in connection to) the Charged Property; and
- (b) the benefit of all licences, consents and agreements held by it in connection with the use of the Charged Property,

subject in each case to reassignment by the Secured Party to each Chargor of all such rights, titles and interests upon payment or discharge in full of the Secured Obligations.

3.3 Floating Charge

As further continuing security for the payment of the Secured Obligations, each Chargor charges with full title guarantee (subject to the Permitted Encumbrances) in favour of the Secured Party by way of first floating charge the Charged Property.

3.4 Conversion of Floating Charge

- (a) The Secured Party may, by notice to each Chargor, convert the floating charge created under this Deed into a fixed charge with immediate effect as regards those assets specified in the notice, if:
 - (i) an Event of Default has occurred; or

- (ii) the Secured Party is of the view that any asset charged under the floating charge created under this Deed is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy; or
 - (iii) the Secured Party reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under this Deed.
- (b) The floating charge created under this Deed will automatically (without notice) and immediately be converted into a fixed charge over all the assets of each Chargor which are subject to the floating charge created under this Deed, if:
 - (i) the members of a Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor;
 - (ii) a Chargor creates, or purports to create, Security (except as permitted by the Transaction Documents or with the prior consent of the Secured Party) on or over any asset which is subject to the floating charge created under this Deed;
 - (iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset;
 - (iv) any person (entitled to do so) gives notice of its intention to appoint an administrator to a Chargor or files such a notice with the court; or
 - (v) if any other floating charge created by a Chargor crystallises for any reason.

Upon the conversion of any floating charge pursuant to this clause 3.4, each Chargor shall, at its own expense, immediately upon request by the Secured Party execute a fixed charge or legal assignment in such form as the Secured Party may require.

3.5 Excluded Charged Property

There shall be excluded from these charging provisions at clause 3, and any other provisions of this Deed any provisions which shall be construed as an assignment of, or an attempt to assign to the Secured Party by any Chargor any Contract other than Assignable Contracts or any right under a Contract that is not assignable without the approval of, notification to, or consent by the issuer thereof or other party or parties thereto, and such Contract shall be excluded from the definition of "Charged Property" for the purposes of clause 3.2.

4. FURTHER ASSURANCE

- (a) The covenants set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clauses 4(b) and (c) below.

- (b) Subject to sub-paragraph (d), each Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute or re-execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in this Deed) as the Secured Party may reasonably specify (and in such form as the Secured Party may reasonably require) to:
 - (i) perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution or re-execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Secured Party or any Receiver provided by or pursuant to this Deed or by law;
 - (ii) confer on the Secured Party, Security over any property and assets of each Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
 - (iii) facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Deed.
- (c) Subject to sub-paragraph (d), each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Secured Party by or pursuant to this Deed.
- (d) Unless and until an Insolvency Event has occurred:
 - (i) no consent to assignment will be sought from the counterparties to the Contracts; and
 - (ii) no notifications or direction to pay will be provided to the counterparties to the Contracts,

and the Chargers shall not be required to perform any such action or do any such thing under this clause 4 until such time.

5. **NEGATIVE PLEDGE**

No Chargor shall:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property, other than any Permitted Encumbrance;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or

- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except with the prior written consent of the Secured Party.

6. PROTECTION OF SECURITY

6.1 Representations and warranties

Each Chargor represents and warrants to the Secured Party that it has all requisite powers to enter into and deliver and to create the Security constituted by this Deed.

6.2 Title Documents

- (a) Following an Event of Default, each Chargor will promptly deposit with the Secured Party (or as it shall direct) all documents relating to the Charged Property which the Secured Party may from time to time reasonably require.
- (b) The Secured Party may retain any document delivered to it under this clause 6.2 or otherwise until the security created under this Deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to each Chargor require that the document be redelivered to it and each Chargor shall promptly comply (or procure compliance) with that notice.
- (c) Any document required to be delivered to the Secured Party under clause 6.2(a) which is for any reason not so delivered or which is released by the Secured Party to each Chargor shall be held on trust by each Chargor for the Secured Party.

7. UNDERTAKINGS

Each Chargor undertakes to the Secured Party from the date of this Deed and for so long as any of the Secured Obligations are outstanding that each Chargor will observe and perform:

- (a) all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all of the Charged Property; and
- (b) all covenants in the Transaction Documents given by such Chargor.

8. SECURED PARTY'S POWER TO REMEDY

8.1 Power to Remedy

If any Chargor fails to comply with any obligation set out in clauses 6 (*Protection of Security*) or 7 (*Undertakings*) and that failure is not remedied to the satisfaction of the Secured Party within fourteen (14) days of the Secured Party giving notice to that Chargor or that Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Secured Party or any person which the Secured Party

nominates to take any action on behalf of that Chargor which is necessary to ensure that those obligations are complied with.

8.2 Indemnity

Each Chargor will indemnify the Secured Party against all losses incurred by the Secured Party as a result of a breach by that Chargor of its obligations under clauses 6 (*Protection of Security*) or 7 (*Undertakings*) and in connection with the exercise by the Secured Party of its rights contained in clause 8.1 above save for any losses incurred as a result of the Secured Party's gross negligence or wilful misconduct. All sums that are the subject of this indemnity will be payable by the relevant Chargor to the Secured Party within five (5) Business Days' of demand.

9. CONTINUING SECURITY

9.1 Continuing Security

The Security constituted by this Deed shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

9.2 Other Security

The Security constituted by this Deed is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Secured Party may now or after the date of this Deed hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Secured Party.

10. ENFORCEMENT OF SECURITY

10.1 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Deed shall be immediately exercisable at any time after an Event of Default has occurred.

10.2 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Deed, those contained in this Deed shall prevail.

10.3 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed, and all or any of the rights and powers conferred by this Deed on a Receiver (whether expressly or impliedly), may be exercised by the

Secured Party without further notice to any Chargor at any time after an Event of Default has occurred, irrespective of whether the Secured Party has taken possession or appointed a Receiver of the Charged Property.

10.4 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this Deed.

10.5 Appropriation under the Financial Collateral Regulations

- (a) To the extent that any of the Charged Property constitutes “**financial collateral**” and this Deed and the obligations of each Chargor hereunder constitutes “**security financial collateral arrangement**” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (the “**Regulations**”)), the Secured Party shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to each Chargor at any time after an Event of Default has occurred.
- (b) The Parties agree that the value of any such appropriated financial collateral shall be: (x) in the case of securities, the price at which such securities can be disposed of by the Secured Party; and (y) in the case of any other asset, the market value of such financial collateral as determined by the Secured Party, in each case, in a commercially reasonable manner (including by way of an independent valuation). The Parties agree that the methods of valuation provided for in this sub-clause (b) shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

11. RECEIVERS

11.1 Appointment of Receiver

- (a) Subject to sub-clause (c) below, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Secured Party to each Chargor, or if so requested by each Chargor, the Secured Party may by writing under hand signed by any officer or manager of the Secured Party, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Deed.
- (c) The Secured Party shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.

11.2 Powers of Receiver

Each Receiver appointed under this Deed shall have (subject to any limitations or restrictions which the Secured Party may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of

Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated into this Deed), so that the powers set out in Schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of any Chargor, each Receiver shall have the power to:

- (a) manage, develop, reconstruct, amalgamate or diversify any part of the business of any Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on any Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (h) appoint and discharge officers and others for any of the purposes of this Deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (i) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Chargor or relating to any of the Charged Property; and
- (j) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 11.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of each Chargor for all such purposes,

and in each case may use the name of each Chargor and exercise the relevant power in any manner which he may think fit.

11.3 Receiver as Agent

Each Receiver shall be the agent of each Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Secured Party will not be responsible for any misconduct, negligence or default of a Receiver.

11.4 Removal of Receiver

The Secured Party may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

11.5 Remuneration of Receiver

The Secured Party may from time to time fix the remuneration of any Receiver appointed by it.

11.6 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Deed (unless the document appointing such Receiver states otherwise).

12. APPLICATION OF PROCEEDS

12.1 Order of Application

All moneys received or recovered by the Secured Party or any Receiver pursuant to this Deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner determined by the Secured Party or any Receiver in accordance with the provisions of any Relevant Agreement notwithstanding any purported appropriation by any Chargor.

12.2 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.

12.3 Application against Secured Obligations

Subject to clause 12.1 (*Order of Application*) above, any moneys or other value received or realised by the Secured Party from any Chargor or a Receiver under this Deed may be applied by the Secured Party to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Secured Party may determine.

12.4 Suspense Account

Until the Secured Obligations are paid in full, the Secured Party or the Receiver (as applicable) may place and keep (for such time as it shall determine) any money received, recovered or realised pursuant to this Deed or on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either each Chargor or the Secured Party or the Receiver as the Secured Party or the Receiver shall think fit) and the Secured Party or the Receiver may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.

13. PROTECTION OF SECURED PARTY AND RECEIVER

13.1 No Liability

Neither the Secured Party nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its gross negligence, wilful default under the Transaction Documents.

13.2 Possession of Charged Property

Without prejudice to clause 13.1 (*No Liability*) above, if the Secured Party or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

13.3 Primary liability of each Chargor

Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of each Chargor under this Deed and the charges contained in this Deed shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Secured Party, or by any other act, event or matter whatsoever whereby the liability of each Chargor (as a surety only) or the charges contained in this Deed (as secondary or collateral charges only) would, but for this provision, have been discharged.

13.4 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Deed, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Chargors' group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Transaction Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Transaction Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document or security; or
- (g) any insolvency or similar proceedings.

13.5 Delegation

The Secured Party may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Secured Party will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

13.6 Cumulative Powers

The powers which this Deed confers on the Secured Party and any Receiver appointed under this Deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Secured Party or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Secured Party and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

14. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Secured Party, each Receiver and any person nominated for the purpose by the Secured Party or any Receiver (in writing and signed by an officer of the Secured Party or Receiver) as its attorney (with full power of substitution and delegation) to act in its name and on its behalf and to execute, seal and deliver (using the company seal where

appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it is required to execute and do under the terms of this Deed and which it has not done following written request to do so, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Secured Party or any Receiver under this Deed or otherwise for any of the purposes of this Deed, and each Chargor covenants with the Secured Party and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

15. PROTECTION FOR THIRD PARTIES

15.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Secured Party or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Secured Party or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

15.2 Receipt Conclusive

The receipt of the Secured Party or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Secured Party or any Receiver.

16. COSTS AND EXPENSES

16.1 Initial Expenses

Each Chargor shall, within three (3) Business Days' of demand, pay to the Secured Party and any Receiver the amount of all costs and expenses (including legal fees) (subject to the amount required to be paid or reimbursed by each Chargor will be limited to any applicable limit under any agreement in writing between the Parties regarding reimbursement of such costs and expenses) reasonably incurred by any of them in connection with:

- (a) the negotiation, preparation, execution, completion and perfection of this Deed and any other documents or notices referred to in, or related or incidental to, this Deed; and
- (b) any amendment, waiver or consent relating to this Deed (and documents, matters or things referred to in this Deed).

16.2 Enforcement Expenses

Each Chargor shall, within three (3) Business Days' of demand, pay to the Secured Party and any Receiver the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this Deed and any proceedings instituted by or against the Secured Party as a consequence of taking or holding the Security created under this Deed or enforcing these rights.

16.3 Stamp Duties, etc

Each Chargor shall pay and, within three (3) Business Days' of demand, indemnify the Secured Party against any cost, loss or liability the Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Deed.

17. REINSTATEMENT AND RELEASE

17.1 Amounts Avoided

If any amount paid by any Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of any Chargor or otherwise, then for the purposes of this Deed that amount shall not be considered to have been paid.

17.2 Discharge Conditional

Any settlement or discharge between any Chargor and the Secured Party shall be conditional upon no security or payment to the Secured Party by any Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Secured Party under this Deed) the Secured Party shall be entitled to recover from any Chargor the value which the Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

17.3 Covenant To Release

Once all of the Secured Obligations have been irrevocably paid in full and the Secured Party no longer has any actual or contingent liability to advance further monies to, or incur liability on behalf of, each Chargor, the Secured Party shall, at the request and cost of each Chargor, execute any documents (or procure that its nominees execute any documents) or take any action which may be necessary to release the Charged Property from the Security constituted by this Deed.

18. CURRENCY CLAUSES

18.1 Conversion

All monies received or held by the Secured Party or any Receiver under this Deed may be converted into any other currency which the Secured Party considers necessary to cover the obligations and liabilities comprised in the Secured Obligations

in that other currency at the Secured Party's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

18.2 No Discharge

No payment to the Secured Party (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of each Chargor in respect of which it was made unless and until the Secured Party has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Secured Party shall have a further separate cause of action against each Chargor and shall be entitled to enforce the Security constituted by this Deed to recover the amount of the shortfall.

19. SET-OFF

19.1 Set-off rights

The Secured Party may set off any matured obligation due from each Chargor under the Transaction Documents (to the extent beneficially owned by the Secured Party) against any matured obligation owed by the Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

19.2 Unliquidated Claims

If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Secured Party to each Chargor, the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

19.3 No Set-off

Each Chargor will pay all amounts payable under this Deed without any set-off, counterclaim or deduction whatsoever unless required by law, in which event each Chargor will pay an additional amount to ensure that the payment recipient receives the amount which would have been payable had no deduction been required to have been made.

20. RULING OFF

If the Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property it may open a new account for any Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to that Chargor), as from the time it receives that notice, all payments made by any Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of that Chargor and not as having been applied to the reduction of the Secured Obligations.

21. REDEMPTION OF PRIOR CHARGES

The Secured Party may, at any time after an Event of Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Secured Party all principal monies and interest and all losses incidental to any such redemption or transfer.

22. NOTICES

22.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax, e-mail or letter.

22.2 Addresses

The address, e-mail and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of the Chargors, 45 Warren Street, London W1T 6AG, Attention Director and EVP Business & Legal Affairs, E-mail address SMarkesinis@entonegroup.com, and EParry@entonegroup.com; and
- (b) in the case of the Secured Party, 251 Little Falls Drive, Wilmington, DE, 19808, Attention: CMH V, L.P. c/o Corporation Service Company, E-mail address lfarrell@cyruscapital.com, dlevin@narrativecapital.com and jcohen@americanent.net.

or any substitute address, e-mail address, fax number or department or officer as the Chargors may notify to the Secured Party (or the Secured Party may notify to the Chargors, if a change is made by the Secured Party) by not less than five (5) Business Days' notice.

22.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of email, when received and read by the recipient as evidenced by the recipient's email system; or
 - (iii) if by way of letter, when it has been left at the relevant address for five (5) Business Days' after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 22.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Secured Party will be effective only when actually received by it and then only if it is expressly marked for the attention of the department or officer identified with its signature below (or any substitute department or officer as it shall specify for this purpose).
- (c) All notices from or to each Chargor under or in connection with this Deed shall be sent through the Secured Party.

23. CHANGES TO PARTIES

23.1 Secured Party

The Secured Party may at any time assign or otherwise transfer all or any part of its rights under this Deed to the extent permitted under the Transaction Documents.

23.2 The Chargors

The Chargors may not at any time assign or otherwise transfer all or any part of its rights under this Deed.

24. MISCELLANEOUS

24.1 Certificates Conclusive

A certificate or determination of the Secured Party as to any amount payable under this Deed will be conclusive and binding on each Chargor, except in the case of manifest error.

24.2 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

24.3 Invalidity of any Provision

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

25. GOVERNING LAW AND JURISDICTION

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to sub-clause (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a

dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

- (c) The Parties agree that, for the benefit of the Secured Party only, nothing in this Deed shall limit the right of the Secured Party to bring any legal action against any Chargor in any other court of competent jurisdiction.

IN WITNESS whereof this Deed has been duly executed as a deed and is delivered on the date first above written.

SIGNATORIES TO DEED

THE CHARGORS

**EXECUTED as a DEED by
ALLIANCE FILMS (UK) LIMITED**
acting by:

Signature:	REDACTED
Witness:	REDACTED
Name:	<u>SPYRO MARKESINIS</u>
Address:	REDACTED
Occupation:	REDACTED

**EXECUTED as a DEED by
ENTERTAINMENT ONE UK LIMITED**
acting by:

Signature:	REDACTED
Witness:	REDACTED
Name:	<u>SPYRO MARKESINIS</u>
Address:	REDACTED
Occupation:	REDACTED

THE SECURED PARTY

**EXECUTED as a DEED by
CMH VII, L.P.**

Signature:

REDACTED

Territory	Title	Year	eOne Entity
UK	1939 (aka Glorious)	2009	Alliance Films (UK) Limited
UK	21 & Over	2012	Alliance Films (UK) Limited
UK	44 Inch Chest	2009	Alliance Films (UK) Limited
UK	Five Girls	2006	Alliance Films (UK) Limited
UK	Abandoned, The	2006	Alliance Films (UK) Limited
UK	Accidental Husband, The(Syndicate Films)	2008	Alliance Films (UK) Limited
UK	Act of Valor	2012	Alliance Films (UK) Limited
UK	Agnosia	2010	Alliance Films (UK) Limited
UK	Alice Upside Down	2007	Alliance Films (UK) Limited
UK	Alone in the Dark	2005	Alliance Films (UK) Limited
UK	Amazing Grace (MPD - Lakeshore)	2006	Alliance Films (UK) Limited
UK	American Soldiers	2005	Alliance Films (UK) Limited
UK	Another Year	2010	Alliance Films (UK) Limited
UK	Antiviral	2012	Alliance Films (UK) Limited
UK	Anton Corbijn Inside Out	2012	Alliance Films (UK) Limited
UK	Apartment 143	2011	Alliance Films (UK) Limited
UK	Asylum	1996	Alliance Films (UK) Limited
UK	Automaton Transfusion (Weinstein 2006)	2006	Alliance Films (UK) Limited
UK	Baader Meinhof Complex	2008	Alliance Films (UK) Limited
UK	Backwoods, The	2006	Alliance Films (UK) Limited
UK	Ben X	2007	Alliance Films (UK) Limited
UK	Beneath Hill 60	2010	Alliance Films (UK) Limited
UK	Big Stan	2007	Alliance Films (UK) Limited
UK	Bitchslap	2009	Alliance Films (UK) Limited
UK	Bleeding, The	2009	Alliance Films (UK) Limited
UK	Bloody Mary (Peach Arch)	2007	Alliance Films (UK) Limited
UK	Body Armour	2007	Alliance Films (UK) Limited
UK	Bool	2005	Alliance Films (UK) Limited
UK	Book of Shadows: Blair Witch 2	2000	Alliance Films (UK) Limited
UK	Bratz (MPD - Crystal Sky Worldwide)	2007	Alliance Films (UK) Limited
UK	Broken Flowers	2005	Alliance Films (UK) Limited
UK	Brooklyn's Finest	2009	Alliance Films (UK) Limited
UK	Burning Bright	2010	Alliance Films (UK) Limited
UK	Café Du Flore	2011	Alliance Films (UK) Limited
UK	Caramel	2007	Alliance Films (UK) Limited
UK	Catfish	2010	Alliance Films (UK) Limited
UK	Cattle Call	2006	Alliance Films (UK) Limited
UK	Centre of the World, The	2000	Alliance Films (UK) Limited
UK	Chalet Girl	2011	Alliance Films (UK) Limited
UK	Chapter 27 (Peace Arch Films)	2007	Alliance Films (UK) Limited
UK	Chromophobia	2005	Alliance Films (UK) Limited
UK	Chrysalis (Momentum - Gaumont)	2007	Alliance Films (UK) Limited
UK	Clean	2004	Alliance Films (UK) Limited

UK	Colony	2013	Alliance Films (UK) Limited
UK	Company, The	2003	Alliance Films (UK) Limited
UK	Confidence	2003	Alliance Films (UK) Limited
UK	Control	2007	Alliance Films (UK) Limited
UK	Crazies, The	2010	Alliance Films (UK) Limited
UK	Crew, The	2009	Alliance Films (UK) Limited
UK	Crime Insiders	2007	Alliance Films (UK) Limited
UK	Damned By Dawn	2009	Alliance Films (UK) Limited
UK	Dante 01	2008	Alliance Films (UK) Limited
UK	Dark, The	2005	Alliance Films (UK) Limited
UK	Dead Europe	2012	Alliance Films (UK) Limited
UK	Dead Man Down	2013	Alliance Films (UK) Limited
UK	Dear John	2010	Alliance Films (UK) Limited
UK	Defiance	2008	Alliance Films (UK) Limited
UK	Delirious (Peace Arch Pictures Inc.)	2006	Alliance Films (UK) Limited
UK	Devil's Rejects, The	2005	Alliance Films (UK) Limited
UK	Diana	2013	Alliance Films (UK) Limited
UK	Disaster Movie	2008	Alliance Films (UK) Limited
UK	District 13: Ultimatum	2009	Alliance Films (UK) Limited
UK	Divergence	2005	Alliance Films (UK) Limited
UK	Divide, The (mom)	2011	Alliance Films (UK) Limited
UK	Door In The Floor (Focus Feature)	2004	Alliance Films (UK) Limited
UK	Downfall	2004	Alliance Films (UK) Limited
UK	Eden Log	2007	Alliance Films (UK) Limited
UK	Elementary Particles	2006	Alliance Films (UK) Limited
UK	Elephant White	2011	Alliance Films (UK) Limited
UK	Eternal Sunshine of a Spotless Mind	2003	Alliance Films (UK) Limited
UK	Eyeborgs	2009	Alliance Films (UK) Limited
UK	Fall, The	2006	Alliance Films (UK) Limited
UK	Fighter	2007	Alliance Films (UK) Limited
UK	Fighter, The	2010	Alliance Films (UK) Limited
UK	Finders Fee	2001	Alliance Films (UK) Limited
UK	Fly Me to the Moon	2008	Alliance Films (UK) Limited
UK	Foot Fist Way	2006	Alliance Films (UK) Limited
UK	Frozen	2010	Alliance Films (UK) Limited
UK	Fubar	2002	Alliance Films (UK) Limited
UK	Getting It	2006	Alliance Films (UK) Limited
UK	GIRL WHO KICKED THE HORNET'S NEST, THE (MOMENTUM)	2009	Alliance Films (UK) Limited
UK	Girl Who Played With Fire, The	2009	Alliance Films (UK) Limited
UK	Girl With the Dragon Tattoo, The (ENG CAN)	2009	Alliance Films (UK) Limited
UK	Give Em Hell, Malone	2009	Alliance Films (UK) Limited
UK	Go Fast	2008	Alliance Films (UK) Limited
UK	Goemon	2009	Alliance Films (UK) Limited
UK	Good Night, The	2007	Alliance Films (UK) Limited
UK	Good Shepherd, The	2004	Alliance Films (UK) Limited

UK	Gray Matters (MPD - Syndicate Films)	2006	Alliance Films (UK) Limited
UK	Hamlet 2 (Focus 2006)	2008	Alliance Films (UK) Limited
UK	Hannibal Rising (The Weinstein Co. '06)	2007	Alliance Films (UK) Limited
UK	Happy-Go-Lucky	2008	Alliance Films (UK) Limited
UK	Haven	2004	Alliance Films (UK) Limited
UK	Haywire	2011	Alliance Films (UK) Limited
UK	Headhunters	2011	Alliance Films (UK) Limited
UK	Heartstopper (PA Heartstopper Films - CD	2006	Alliance Films (UK) Limited
UK	Hell	2005	Alliance Films (UK) Limited
UK	Hoax, The	2006	Alliance Films (UK) Limited
UK	Hobo With A Shotgun	2011	Alliance Films (UK) Limited
UK	Hollywood Flies	2004	Alliance Films (UK) Limited
UK	Homecoming, The	2009	Alliance Films (UK) Limited
UK	Horde, La	2009	Alliance Films (UK) Limited
UK	House At The End Of The Street	2012	Alliance Films (UK) Limited
UK	House Of The Rising Sun (2011)	2011	Alliance Films (UK) Limited
UK	I Melt With You	2011	Alliance Films (UK) Limited
UK	Igor	2008	Alliance Films (UK) Limited
UK	Ill Sleep When I'm Dead	2003	Alliance Films (UK) Limited
UK	Illusionist, The (Syndicate)	2006	Alliance Films (UK) Limited
UK	In The House	2012	Alliance Films (UK) Limited
UK	Inside Deep Throat	2005	Alliance Films (UK) Limited
UK	Johnny Mad Dog	2008	Alliance Films (UK) Limited
UK	Just Friends (New Line)	2005	Alliance Films (UK) Limited
UK	Justice	2010	Alliance Films (UK) Limited
UK	Keeper, The	2004	Alliance Films (UK) Limited
UK	Kid Stays in the Picture, The	2002	Alliance Films (UK) Limited
UK	Kids In America	2005	Alliance Films (UK) Limited
UK	Kill Switch aka Killing Point (Momentum - Nu Image)	2008	Alliance Films (UK) Limited
UK	Killing Room, The	2008	Alliance Films (UK) Limited
UK	King's Speech, The	2010	Alliance Films (UK) Limited
UK	Labour Pains	2009	Alliance Films (UK) Limited
UK	Last Chance Harvey	2008	Alliance Films (UK) Limited
UK	Last Kiss, The	2006	Alliance Films (UK) Limited
UK	Last Legion, The (Weinstein Co. '06)	2007	Alliance Films (UK) Limited
UK	Last Sect, The	2006	Alliance Films (UK) Limited
UK	Law Abiding Citizen (Film Dept)	2009	Alliance Films (UK) Limited
UK	Lawless	2012	Alliance Films (UK) Limited
UK	Let The Right One In	2008	Alliance Films (UK) Limited
UK	Limitless	2011	Alliance Films (UK) Limited
UK	LORD OF WAR	2004	Alliance Films (UK) Limited
UK	Lost In Translation	2003	Alliance Films (UK) Limited
UK	Lost Things	2003	Alliance Films (UK) Limited
UK	Lucky Ones, The	2008	Alliance Films (UK) Limited
UK	Made	2001	Alliance Films (UK) Limited
UK	Magdalene Sisters (Canal +)	2002	Alliance Films (UK) Limited

UK	Me Without You	2001	Alliance Films (UK) Limited
UK	Meg and Mog	2003	Alliance Films (UK) Limited
UK	Messengers, The	2007	Alliance Films (UK) Limited
UK	Milk	2008	Alliance Films (UK) Limited
UK	Miss Pettigrew Lives For a Day	2008	Alliance Films (UK) Limited
UK	Miss Potter	2006	Alliance Films (UK) Limited
UK	Monster Brawl	2011	Alliance Films (UK) Limited
UK	Morvern Callar	2001	Alliance Films (UK) Limited
UK	Movie 43	2012	Alliance Films (UK) Limited
UK	Mutants	2009	Alliance Films (UK) Limited
UK	My House in Umbria	2003	Alliance Films (UK) Limited
UK	Mystics	2002	Alliance Films (UK) Limited
UK	National Lampoon's Adam & Eve	2005	Alliance Films (UK) Limited
UK	Never Back Down	2008	Alliance Films (UK) Limited
UK	No Good Deed	2002	Alliance Films (UK) Limited
UK	Novocaine	2001	Alliance Films (UK) Limited
UK	Other Half, The	2006	Alliance Films (UK) Limited
UK	Outlander	2008	Alliance Films (UK) Limited
UK	P.S. I Love You	2008	Alliance Films (UK) Limited
UK	Painted Veil, The	2006	Alliance Films (UK) Limited
UK	PARANOIA	2013	Alliance Films (UK) Limited
UK	Penelope	2006	Alliance Films (UK) Limited
UK	Perfect Getaway, A	2009	Alliance Films (UK) Limited
UK	Players, The	2012	Alliance Films (UK) Limited
UK	Pleasure Drivers, The	2005	Alliance Films (UK) Limited
UK	Popstar	2005	Alliance Films (UK) Limited
UK	Populaire	2012	Alliance Films (UK) Limited
UK	Possession	2007	Alliance Films (UK) Limited
UK	Powder Blue	2009	Alliance Films (UK) Limited
UK	Prime	2005	Alliance Films (UK) Limited
UK	Quartet	2012	Alliance Films (UK) Limited
UK	Racing Stripes	2004	Alliance Films (UK) Limited
UK	Raid, The: Redemption	2011	Alliance Films (UK) Limited
UK	Raise Your Voice	2004	Alliance Films (UK) Limited
UK	Rebound, The	2009	Alliance Films (UK) Limited
UK	Red Hill	2010	Alliance Films (UK) Limited
UK	Red Tails	2012	Alliance Films (UK) Limited
UK	Reef, The	2010	Alliance Films (UK) Limited
UK	Relative Values	1999	Alliance Films (UK) Limited
UK	Religulous	2008	Alliance Films (UK) Limited
UK	Resurrecting the Champ	2007	Alliance Films (UK) Limited
UK	Rise and Fall of a White Collar Hooligan, The	2012	Alliance Films (UK) Limited
UK	River King, The	2004	Alliance Films (UK) Limited
UK	Robot and Frank	2012	Alliance Films (UK) Limited
UK	Safe Haven	2012	Alliance Films (UK) Limited
UK	Scorpion	2007	Alliance Films (UK) Limited

UK	Scratch	2001	Alliance Films (UK) Limited
UK	seed of chucky	2004	Alliance Films (UK) Limited
UK	September Issue	2009	Alliance Films (UK) Limited
UK	Seven Psychopaths	2012	Alliance Films (UK) Limited
UK	Shadows in the Sun	2005	Alliance Films (UK) Limited
UK	Shame	2011	Alliance Films (UK) Limited
UK	Shiner	2000	Alliance Films (UK) Limited
UK	Shower	1991	Alliance Films (UK) Limited
UK	Silver Hawk	2004	Alliance Films (UK) Limited
UK	Skinwalkers	2006	Alliance Films (UK) Limited
UK	Skyline	2010	Alliance Films (UK) Limited
UK	Smiley Face	2007	Alliance Films (UK) Limited
UK	Snitch	2013	Alliance Films (UK) Limited
UK	Soul Survivors (Artisan)	2000	Alliance Films (UK) Limited
UK	Spy Next Door	2010	Alliance Films (UK) Limited
UK	Squad, The	2010	Alliance Films (UK) Limited
UK	Standing Still	2005	Alliance Films (UK) Limited
UK	Streets Of Blood	2009	Alliance Films (UK) Limited
UK	Supercross	2005	Alliance Films (UK) Limited
UK	Tamara Drewe	2011	Alliance Films (UK) Limited
UK	Teeth	2007	Alliance Films (UK) Limited
UK	Thirty Things to Do Before You're Thirty aka You Dont Have To Say You Love Me	2003	Alliance Films (UK) Limited
UK	Toast	2010	Alliance Films (UK) Limited
UK	Traitor (Momentum/AFI - Overture Films)	2008	Alliance Films (UK) Limited
UK	Tripper, The	2006	Alliance Films (UK) Limited
UK	Troll Hunter	2010	Alliance Films (UK) Limited
UK	Tsotsi	2005	Alliance Films (UK) Limited
UK	UKM The Ultimate Killing Machine aka Set to Kill (Peace Arch)	2006	Alliance Films (UK) Limited
UK	United States of Leland	2003	Alliance Films (UK) Limited
UK	Vanishing on 7th Street	2010	Alliance Films (UK) Limited
UK	Vegas Baby	2006	Alliance Films (UK) Limited
UK	Vera Drake	2004	Alliance Films (UK) Limited
UK	Veteran, The (PPI Viet Vet/Peach Arch)	2006	Alliance Films (UK) Limited
UK	Vexille	2007	Alliance Films (UK) Limited
UK	VHS	2012	Alliance Films (UK) Limited
UK	Virgin Territory (MPD - Weinstein '06)	2007	Alliance Films (UK) Limited
UK	WAITING	2005	Alliance Films (UK) Limited
UK	Walled In	2009	Alliance Films (UK) Limited
UK	Wasted on the Young	2010	Alliance Films (UK) Limited
UK	Wave, The	2008	Alliance Films (UK) Limited
UK	We Are The Night	2010	Alliance Films (UK) Limited
UK	Weather Man, The	2004	Alliance Films (UK) Limited
UK	Weekender	2011	Alliance Films (UK) Limited
UK	Welcome to the Punch	2013	Alliance Films (UK) Limited
UK	White Collar Hooligan 2	2013	Alliance Films (UK) Limited

UK	White Lightning	2008	Alliance Films (UK) Limited
UK	Wilderness	2006	Alliance Films (UK) Limited
UK	Young Victoria, The	2008	Alliance Films (UK) Limited
UK	Zombies	2006	Alliance Films (UK) Limited
UK	District 13	2004	Alliance Films (UK) Limited
UK	5 Days of War	2011	Entertainment One UK Limited
UK	Air Guitar Nation	2006	Entertainment One UK Limited
UK	Albatross	2011	Entertainment One UK Limited
UK	Albert Nobbs	2011	Entertainment One UK Limited
UK	Anamorph	2007	Entertainment One UK Limited
UK	Angel's Share, The	2012	Entertainment One UK Limited
UK	Ashes	2012	Entertainment One UK Limited
UK	Astro Boy	2009	Entertainment One UK Limited
UK	Away We Go	2009	Entertainment One UK Limited
UK	Baaria	2009	Entertainment One UK Limited
UK	Bang Bang Club	2010	Entertainment One UK Limited
UK	Battle for Haditha	2007	Entertainment One UK Limited
UK	Behind the Candelabra	2013	Entertainment One UK Limited
UK	Big I am, The	2009	Entertainment One UK Limited
UK	Blacks Game	2012	Entertainment One UK Limited
UK	Bodyguards and Assassins	2010	Entertainment One UK Limited
UK	Carnival of Souls	1962	Entertainment One UK Limited
UK	City of Violence	2006	Entertainment One UK Limited
UK	City State	2011	Entertainment One UK Limited
UK	Collection, The	2012	Entertainment One UK Limited
UK	Crossfire	2012	Entertainment One UK Limited
UK	Daddys Girl	2006	Entertainment One UK Limited
UK	Dallas Buyers Club	2013	Entertainment One UK Limited
UK	Day, The (2011)	2011	Entertainment One UK Limited
UK	Dead Snow	2009	Entertainment One UK Limited
UK	Decoy Bride	2011	Entertainment One UK Limited
UK	Dedication	2007	Entertainment One UK Limited
UK	Devil's Bridge	2010	Entertainment One UK Limited
UK	Devil's Playground	2010	Entertainment One UK Limited
UK	Education, An	2009	Entertainment One UK Limited
UK	Enter the Phoenix	2004	Entertainment One UK Limited
UK	Exorcismus	2010	Entertainment One UK Limited
UK	Gnomeo and Juliet	2011	Entertainment One UK Limited
UK	Golden Empire, The	2012	Entertainment One UK Limited
UK	Harpoon: Whale Watching Massac	2009	Entertainment One UK Limited
UK	Hole, The	2000	Entertainment One UK Limited
UK	House on Haunted Hill	1959	Entertainment One UK Limited
UK	Hunky Dory	2011	Entertainment One UK Limited
UK	Hunted	2012	Entertainment One UK Limited
UK	Joneses, The	2009	Entertainment One UK Limited
UK	Killer Joe	2011	Entertainment One UK Limited

UK	Lemmy	2010	Entertainment One UK Limited
UK	Looper	2012	Entertainment One UK Limited
UK	Man From Nowhere	2010	Entertainment One UK Limited
UK	Marc Pease	2009	Entertainment One UK Limited
UK	Merantau	2009	Entertainment One UK Limited
UK	Metallica: Through the Never	2013	Entertainment One UK Limited
UK	Monster In Paris, A	2011	Entertainment One UK Limited
UK	Mr. Nice	2010	Entertainment One UK Limited
UK	Mud	2013	Entertainment One UK Limited
UK	Neds	2010	Entertainment One UK Limited
UK	New Police Story	2004	Entertainment One UK Limited
UK	Night of the Living Dead	1968	Entertainment One UK Limited
UK	Pact, The	2012	Entertainment One UK Limited
UK	People vs George Lucas, The	2010	Entertainment One UK Limited
UK	Prey	2010	Entertainment One UK Limited
UK	Queen of Langkasuka aka Pirates of Langkasuka	2008	Entertainment One UK Limited
UK	Red State	2011	Entertainment One UK Limited
UK	Runaways, The	2010	Entertainment One UK Limited
UK	Sapphires, The	2012	Entertainment One UK Limited
UK	Shutter	2004	Entertainment One UK Limited
UK	Song for Marion [INTERNATIONAL]	2011	Entertainment One UK Limited
UK	Strength & Honour	2007	Entertainment One UK Limited
UK	That Awkward Moment	2013	Entertainment One UK Limited
UK	Tortured	2010	Entertainment One UK Limited
UK	Treasure Hunter, The	2009	Entertainment One UK Limited
UK	TT : Closer to the Edge	2011	Entertainment One UK Limited
UK	Twelve Years A Slave	2013	Entertainment One UK Limited
UK	Typhoon	2005	Entertainment One UK Limited
UK	Under the Mountain	2009	Entertainment One UK Limited
UK	Unthinkable	2010	Entertainment One UK Limited
UK	Very British Gangster, A	2007	Entertainment One UK Limited
UK	Waste Land	2009	Entertainment One UK Limited
UK	Way Back, The	2010	Entertainment One UK Limited
UK	Weirdsville	2007	Entertainment One UK Limited
UK	Wrong Side of Town	2010	Entertainment One UK Limited