

107644/66
LL MG01

**Particulars of a mortgage or charge created by a
Limited Liability Partnership (LLP)**



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
created by an LLP in England and
Wales or Northern Ireland



What this form is NOT for

You cannot use this form to
particulars of a mortgage or
for a Scottish LLP
To do this, please use form
LL MG01s

FRIDAY



LB2N7RDW

LD5

04/02/2011

159

COMPANIES HOUSE

1

LLP details

LLP number

O C 3 5 8 8 3 0

LLP name in full

Dean Street Productions No 7 LLP (the "Chargor")

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

Date of creation of charge

Date of creation

d2 d6 m0 m1 y2 y0 y1 y1

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 Guarantee, Security Assignment and Charge (the "Charge")

4

Amount secured

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

Amount secured

The Chargor guaranteed as principal obligor and not merely as a surety the
repayment of the Debt and the due and punctual performance and
discharge on demand of all obligations and liabilities owing by the Corporate
Member to the Chargee under the Loan Agreement (including, without
limitation, repayment by the Corporate Member to the Chargee of the Loan)
together with the performance and discharge when due of all of its
obligations to the Chargee (whether actual or contingent and whether owed
jointly or severally or in any other capacity whatsoever) under the
Production Services Agreement and the Charge (the "Secured
Obligations")

(All capitalised terms shall bear the meaning prescribed in the Part 2 of the
continuation sheet)

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge

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 BN Financing, LLC (the "Chargee")

Address 1411 5th Avenue, Suite 2000, Santa Monica,
California, USA

Postcode 9 0 4 0 1

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

PART 1 - Security Assignment and Charge**1 Security Assignment**

The Chargor, by way of continuing security for the performance of the Secured Obligations, assigned 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) subject to the proviso for re-assignment in Clause 11 of the Charge, all of its right, title and interest (if any) both present and future, vested and contingent, statutory and otherwise, in and to the following in relation to

1 1 the entire copyright and neighbouring rights throughout the universe 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,

1 2 the rights of copyright and other rights throughout the universe in all underlying material acquired or created by the Chargor upon which the Film is based including the screenplay for the Film,

1 3 all literary, property and ancillary rights throughout the universe (including, without limitation, all publishing, merchandising, remake, sequel and spin-off rights) in the Film,

1 4 all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor in so far as they relate to the Film or provision of the Services or to any literary property and ancillary, publishing, merchandising and spin-off rights therein and the benefit of and the proceeds of any insurance policies taken out or to be taken out in connection with the Film,

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 or the provision of the Services,

(See the continuation sheets attached)

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Please give the short particulars of the property mortgaged or charged

Short particulars

- 1 6 all rights to distribute, lease, license, 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,
- 1 7 all the Chargor's rights, interests and benefits in and to the Transaction Documents and all other agreements entered into or to be entered into by the Chargor relating to the Film and the benefit of all income or monies payable to the Chargor in respect thereof or the provision of the Services,
- 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, 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,
- 1 9 all income and proceeds derived from any and all of the foregoing,
- 1 10 all of the Chargor's right, title and interest in and to the Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation (as defined in the Production Services Agreement), the CPSA Income and Priority Profit Share (as defined in the Partnership Deed) and all other amounts payable to the Chargor under the Transaction Documents, and
- 1 11 all other property, assets, interests (whether present or future, tangible or intangible) belonging to the Chargor in connection with the Film,
- BUT EXCLUDING (a) the benefit of the Production Services Agreement save to the extent it relates to Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation, (b) the benefit of the Partnership Deed save to the extent that it relates to the Film, and (c) the assets or resources of any member of the Chargor (other than in respect of the Corporate Member, the Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation (as defined in the Production Services Agreement) and the CPSA Income and Priority Profit Share (as defined in the Partnership Deed))
- 2 **Charge**
- 2 1 The Chargor, by way of continuing security for the performance of the Secured Obligations, charged (subject to Clause 11 of the Charge) with full title guarantee by way of first fixed charge in favour of the Chargee, the Chargor's right, title and interest (if any) both present and future, vested and contingent, statutory and otherwise in and to the following in relation to the Film
- 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 (insofar as not effectively assigned pursuant to Clause 4 of the Charge) intangible form incorporating or reproducing the same or any part or element thereof,
- 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 or the provision of the Services,

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Short particulars

2 1 3 all sums from time to time standing to the credit of the Chargor in any account into which Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation may be paid, all sums from time to time standing to the credit of the Partnership Account (as defined in clause 2 7 of the Partnership Deed) and in and to all sums standing to the credit of any account that the Chargor has opened with any bank, financial institution or other person in connection with the Film and the debt represented by such sums,

2 1 4 the revenues from book debts owed to Chargor, all other monies due and owing to the Chargor and the benefit of all rights, securities or guarantees of any nature enjoyed or held by the Chargor and in each case whether actual or contingent,

2 1 5 (insofar as not effectively assigned pursuant to Clause 4 of the Charge) those items referred to in Clause 4 of the Charge,

2 1 6 any and all chattels in respect of the Film or the Services now or hereafter belonging to the Chargor,

2 1 7 (insofar as not effectively assigned pursuant to Clause 4 of the Charge) 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 under the Charge,

2 1 8 (insofar as not effectively assigned pursuant to Clause 4 of the Charge) the Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation (as defined in the Production Services Agreement), the CPSA Income and Priority Profit Share (as defined in the Partnership Deed) and all other amounts payable to the Chargor under the Transaction Documents,

BUT EXCLUDING (a) the benefit of the Production Services Agreement save to the extent it relates to Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation, (b) the benefit of the Partnership Deed save to the extent that it relates to the Film, (c) the assets or resources of any member of the Chargor (other than in respect of the Corporate Member, the Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation (as defined in the Production Services Agreement) and the CPSA Income and Priority Profit Share (as defined in the Partnership Deed))

2 2 The Chargor, by way of continuing security for the full and timely performance of the Secured Obligations, charged with full title guarantee in favour of the Chargee by way of floating charge all those rights, properties and the assets comprising the Collateral whatsoever and wheresoever situated both present and future, to the extent not effectively assigned pursuant to Clause 4 of the Charge or charged by way of fixed charge under or pursuant to Clause 5 1 of the Charge including, without limitation, the Working Capital Account (as defined in clause 2 8 of the Partnership Deed) and the Chargor agreed not to part with, sell or dispose of the whole or part of said assets (except by way of sale on an arm's length basis in the ordinary course of its business and for the purposes of carrying on the same and without prejudice to the above-mentioned first fixed charge and other than to the Chargee)

2 3 The Chargee shall be entitled by notice in writing to the Chargor to convert the floating charge referred to in Clause 5 2 of the Charge into a specific charge as regards any assets specified in the notice, and in any event the said floating charge shall automatically be converted into a fixed charge as regards all the assets subject to the said floating charge without notice from the Chargee to the Chargor upon the happening of any Event of Default Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Charge which floating charge is accordingly a qualifying floating charge for such purposes

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Short particulars

- 2 4 The Chargor undertook to hold upon trust by way of security for the Chargee absolutely, the entire interest and benefit of the Chargor (if any) in and to all that Collateral or any part thereof which cannot be charged or assigned by the Chargor together with, without limitation, all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral
- 2 5 Clause 5 3 of the Charge shall not apply by reason only of a moratorium being obtained or anything being done with a view to a moratorium being obtained under Section 1A of the Insolvency Act 1986 (as amended)
- 2 6 The Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any Encumbrance upon the whole or any part of the collateral SAVE FOR the Charge and the Permitted Encumbrances Without prejudice to the foregoing the Chargor further covenanted 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 upon its right, title and interests in and to the Partnership Deed to the extent that they relate to receipts which constitute Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation in relation to the Film SAVE FOR the Charge and the Permitted Encumbrances
- 2 7 The security interests in favour of the Chargee created pursuant to the Charge shall rank in priority to any other Encumbrances (whether they be fixed, floating or otherwise) created in respect of the Collateral
- 2 8 In the Charge references to "copyright", "films", "sound recordings", "copies of films and sound recordings" and to all other rights therein mentioned shall (where the context requires or admits) be construed in accordance with the Copyright, Designs and Patents Act 1988 or other applicable copyright, authors' rights and neighbouring rights laws in each country or territory throughout the world and the covenants implied by Sections 2(1) and 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the security and security assignment thereby created

PART 2 - Definitions

"Adjusted Defined Proceeds Participation" shall have the meaning given to it in the Production Services Agreement,

"Collateral" means the property, assets and interests (whether present or future) of the Chargor and all other property and assets which at any time are or are required by the Chargee to be assigned or charged in favour of the Chargee under the Charge,

"Contingent Proceeds Participation" shall have the meaning given to it in the Production Services Agreement,

"Corporate Member" shall mean Future Screen Ventures (33) Limited, whose registered office is situated at 10 Old Burlington Street, London W1S 3AG,

"Debt" means all sums from time to time due and payable to the Chargee by the Corporate Member, the performance of its obligations under the Production Services Agreement and all other sums from time to time due and payable to the Chargee under the Charge including pursuant to the guarantee provisions thereof,

"Encumbrance" means any mortgage, charge, pledge, hypothecation, lien (other than a lien arising solely by operation of law in the normal course of business, the aggregate amount of which is not material), assignment, option, right of set off, security interest, trust arrangement and any other preferential right or agreement to confer security and any transaction which, in legal terms, is not a secured borrowing but which has an economic or financial effect similar to that of a secured borrowing,

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Short particulars

"Event of Default" shall have the meaning given to it in Clause 6 1 of the Charge,

"Film" shall mean the feature film provisionally entitled "The Invention of Hugo Cabret",

"Loan" shall mean the principal sum and any and all other amounts paid by the Chargee to the Corporate Member under the Loan Agreement,

"Loan Agreement" means a loan agreement dated on or about the date of the Charge between the Corporate Member and the Chargee, as may be amended from time to time,

"Partnership Deed" means the partnership deed dated on or about the date of the Charge relating to the Chargor,

"Permitted Encumbrances" means the encumbrances created by the "Security Documents" (as defined in the Loan Agreement),

"Production Services Agreement" means the production services agreement entered into between the Chargor and GK Films, LLC on the date of the Charge, as may be amended from time to time,

"Receiver" means any receiver or manager or administrative receiver,

"Services" shall have the meaning given to it in the Production Services Agreement, and

"Transaction Documents" shall have the meaning ascribed to it in the Production Services Agreement

(Any capitalised terms used in the form LLMG01 or the continuation sheets but not otherwise defined shall have the meaning given to them in the Charge)

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7 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. 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.

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. 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 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

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



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 Sarah Caughey

Company name OLSWANG LLP

Address 90 High Holborn

London

Ref SQC/SDK/23185-5 (#4933667)

Post town

County/Region

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 3000



Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 LLP 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 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 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 LLPs registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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.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 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

**LLP NO. OC358830
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF GUARANTEE, SECURITY
ASSIGNMENT AND CHARGE DATED 26 JANUARY 2011 AND
CREATED BY DEAN STREET PRODUCTIONS NO.7 LLP FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
CORPORATE MEMBER TO BN FINANCING LLC ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 AS APPLIED TO THE
LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF
COMPANIES ACT 2006) REGULATIONS 2009 ON THE 4
FEBRUARY 2011

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 FEBRUARY
2011**



Companies House
— for the record —

DX



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES