

MR01

Particulars of a charge



00 6950/13

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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ 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
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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



You must enclose a certified copy of the instrument with this form. This
must be scanned and placed on the public record



A04 *A3N3KFOR* 19/12/2014 #142

COMPANIES HOUSE

1 Company details

Company number 0 8 9 8 8 4 2 5 /

Company name in full MICHELIN FILMS LIMITED /

☒ Filing 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 1 2 9 2 2 0 1 4 /

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 FILM FINANCES, INC

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Subject to the rights and prior security of The Weinstein Company LLC and MUFG Union Bank, N A (together, the "Financiers") under its financing agreements in respect of a film provisionally entitled "Untitled Chef Project" (the "Film")

5 1 charges absolutely to the Guarantor

(i) all present and future rights, title and interest of Michelin Films Limited (the "Company") and in the Film and in the Script and all other written and musical matter embodied or to be embodied or used in the Film or acquired in connection with its production and the negative and prints thereof and all rights of representing, exploiting and exhibiting the same, and

(ii) all present and future interest and rights of that Relevant Company of and in the loan agreement dated as of 6 August 2014 among TWC Production LLC, TWC Chef LLC and MUFG Unn Bank, NA (the "Financing Agreement") and all other present and future agreements entered into by the Company in connection with the production of the Film,
Please see the Continuation Sheets

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ^①

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

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X



X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name JAMES SHIRRAS

Company name FILM FINANCES LIMITED

Address 14-15 CONDUIT STREET

Post town LONDON

County/Region

Postcode W 1 S 2 X J

Country UNITED KINGDOM

DX

Telephone 020 7629 6557



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 £13 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.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

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4	Description	
Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> <p>5 2 charges in favour of the Guarantor with the payment and discharge of the Secured Sums by way of first fixed charge all present and future property acquired for the production of the Film, and</p> <p>5 3 charges in favour of the Guarantor with the payment and discharge of the Secured Sums by way of first floating charge the whole of the Company's undertaking and assets relating to the Film, wheresoever and whatsoever, present and future, other than any assets for the time being effectively assigned or charged to the Guarantor pursuant to the previous sub clauses of this Clause or otherwise howsoever,</p> <p>(the property and assets of the Company for the time being assigned or charged to the Guarantor hereunder being hereinafter called the "Charged Property") PROVIDED THAT on the payment or discharge of the Secured Sums and the Guarantor having no further liability of any nature under the Guaranty, the Guarantor shall at the request of the Company release or re-assign the Charged Property from the security constituted by this Agreement and the Guarantor shall sign all such documentation as the Company shall reasonably request to confirm such release and re-assignment</p> <p>For the avoidance of doubt and notwithstanding anything to the contrary hereof, the Charged Property shall not include any of the Financiers' right, title or interest in and to any licensed rights to the extent such licensed rights are subject to that certain License and Amendment Agreement dated as of December 4, 2014 by and between the MUFG Union Bank (the "Financier"), N A and Anchor Bay Entertainment, LLC</p> <p>6 The Company undertakes that it -</p> <p>6 1 shall not create, grant or permit to subsist any mortgage, security interest or charge, whether fixed or floating (other than any created by or pursuant to the Financing Agreement or otherwise specified in the interparty agreement dated on or about the date hereof between, inter alia, the Company, Financier, Weinstein Global Film Corp and the Guarantor (the "Interparty Agreement") on or over all or any part of the Charged Property, whether ranking in priority to or pari passu with the security hereby created, other than as may be required by an applicable guild or laboratory,</p>	

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

6 2 shall not while any monies are due or after any interest becomes payable to the Guarantor hereunder agree to exploit or otherwise deal with any of the Charged Property falling within Clauses 5 1 to 5 4 (inclusive) other than pursuant to the Interparty Agreement without the prior consent of the Guarantor in writing,

6 3 undertakes on demand to enter into (at Guarantor's cost) such further documents as the Guarantor may reasonably require whether they be mortgages, charges or other forms of security document and do all such other acts and things (including the giving of any notices) as the Guarantor may reasonably require to give effect to or to perfect the security intended to be created hereby in any territories of the world as the Guarantor deems reasonably appropriate



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8988425

Charge code: 0898 8425 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th December 2014 and created by MICHELIN FILMS, LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2014.

Given at Companies House, Cardiff on 30th December 2014



Companies House



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

CERTIFIED A TRUE COPY
OF THE ORIGINAL

SOLICITOR KATRINA STAGNER
17 DEC 2014

UNTITLED CHEF PROJECT
Completion Agreement
Execution Version

THIS AGREEMENT is made the 12TH day of DECEMBER Two thousand and fourteen

BETWEEN

- (1) TWC CHEF LLC, a company incorporated under the laws of the state of Delaware whose registered address is at 99 Hudson Street, New York, NY 10013, USA (attention Andy Kim, email andy.kim@weinsteinco.com) (the "Commissioning Company"),
- (2) MICHELIN FILMS LIMITED (Company No 08988425), a company incorporated under the laws of England and Wales whose registered address is at 90 High Holborn, London WC1V 6XX (attention Andy Kim, email andy.kim@weinsteinco.com) (the "UK PSC"),
- (3) MILLION OYSTER FILMS, LLC, a company incorporated under the laws of the state of Louisiana whose registered address is at 99 Hudson Street, New York, NY 10013, USA (attention Andy Kim, email andy.kim@weinsteinco.com) (the "US PSC"),
- (4) THIRD STAR FILMS, INC a company incorporated under the laws of the state of New York whose registered address is at 99 Hudson Street, New York, NY 10013, USA (attention Andy Kim, email andy.kim@weinsteinco.com) (the "NY PSC" and together with the Commissioning Company, the UK PSC and the US PSC, the "Company"),
- (5) FILM FINANCES, INC. whose registered office is at Suite 1400, 9000 Sunsel Boulevard, Los Angeles, California 90069 (hereinafter called the "Guarantor")

RECITALS -

- (A) The Commissioning Company has acquired the rights to produce a film provisionally entitled "Untitled Chef Project" (the "Film") based on a screenplay written by Steven Knight dated 16 July 2014 with final salmon revisions dated 17 September 2014 (the "Script")
- (B) The Commissioning Company has commissioned the UK PSC to produce the Film pursuant to a production agreement dated as of 7 July 2014 (the "Production Agreement")
- (C) The Commissioning Company has contracted the US PSC to render certain production services and provide certain technical assistance pursuant to a production services agreement dated as of 7 July 2014 (the "Production Services Agreement")
- (D) The Commissioning Company has contracted the NY PSC to render certain production services and provide certain technical assistance pursuant to a production services agreement dated as of 25 June 2014 (the "NY Production Services Agreement")
- (E) The Commissioning Company has entered into agreements for the distribution of the Film with Weinstein Global Film Corp ("WGFC") and a number of other distributors (together with WGFC, the "Distributors")
- (F) By a loan agreement (the "Financing Agreement") dated as of 6 August 2014 among TWC Production, LLC, the Commissioning Company and MUFG Union Bank, N.A (the "Financier") the Financier has agreed to advance to the Commissioning Company certain sums towards the cost of production of the Film on the terms and subject to the conditions set out in the Financing Agreement
- (G) By an interparty agreement dated on or around the date hereof (the "Interparty Agreement") between, inter alia, the Company, Financier, WGFC and the Guarantor, the parties thereto have agreed to regulate certain matters as between themselves (and references herein to the Financing Agreement shall be deemed to be references to those documents as the same may be amended by the Interparty Agreement)

- (H) Each of The Weinstein Company LLC ("TWC") and the Financier has required a guaranty of completion and delivery in respect of the Film and by a guaranty (herein referred to as the "Guaranty") of even date herewith and given by the Guarantor to each of TWC and the Financier (which inter alia guarantees completion and delivery of the Film to the WGFC and others (together the "Distributors")), and at the request of the Company, the Guarantor has provided such a guaranty of completion and delivery on the terms set out in the Guaranty

NOW THIS DEED WITNESSETH as follows -

- 1 The Company hereby warrants and represents to the Guarantor that -
 - 1 1 The Script and shooting schedule and budget of \$32,000,000 (including a guaranty fee of \$527,788 and a contingency of \$1,012,916 (hereinafter called the "Budget") for the Film which to the extent required have been approved by the Guarantor have also been approved by the Financier,
 - 1 2 The individual producers, director and principal artists for the Film have also been approved as aforesaid and have entered (or will enter) into agreements with the Company undertaking to serve the Company in those capacities during the production of the Film,
 - 1 3 The Company has arranged to obtain finance equal to the Budget as detailed in the *Interparty Agreement*,
 - 1 4 The Company has obtained all such rights and licences in respect of the Script and in all treatments and screenplays and written matter of all kinds and the Company will as soon as reasonably practicable obtain such rights and licences in respect of any musical matter embodied or to be embodied or used in the Film or on which the Film will be based as are necessary to enable the Company to comply with its obligations to WGFC and the other distributors of the Film,
 - 1 5 The Commissioning Company and the director will be the authors of the Film and (subject to the rights and security interests of the Financier) and the copyright in the Film and all rights of representing, exhibiting and exploiting the Film will vest absolutely in the Commissioning Company when the Film has been made (subject to the terms and conditions of the *Interparty Agreement* and the distribution agreements entered into at that time)
- 2
 - 2 1 Forthwith upon the execution of this Agreement the Company shall effect and maintain such customary insurance in relation to the Film as may be reasonably required by the Guarantor and the Financier in accordance with the Budget, and shall produce to the Guarantor on demand the policies of insurances and cover notes therefor and the receipts for premiums paid. The Guarantor confirms that as at the date of this Agreement the insurances in place for the Film are sufficient to satisfy the requirements of this Clause 2 1
 - 2 2 The Company shall from time to time during production of the Film and whether or not insurances have been placed or entered into jointly with the Guarantor, effect such further insurances (as a cost to the Budget, if possible, but if not possible, from contingency funds, if and to the extent such funds are remaining at the time such premiums are incurred, and if not, Guarantor shall advance such cost) for such amounts and covering such risks as the Guarantor may reasonably specify in order to ensure that full insurance is effected at all times until delivery of the Film. The Company shall inform the Guarantor of all further insurances or modifications or extensions effected as aforesaid and produce to the Guarantor on demand the further policies of insurance or endorsements to earlier policies and the receipts for premiums paid (which premiums shall form part of the actual cost of production of the Film)
 - 2 3 The Company shall not knowingly do, or permit, or suffer to be done, any act or thing

whereby the policy or policies of insurance hereinbefore referred to or any of them may become in whole or part void or voidable

2 4 If the Company shall fail to effect and maintain any such policy of insurance within a reasonable period of being required so to do by the Guarantor, the Guarantor may effect and maintain the same and in that event any premiums thereon paid by the Guarantor shall forthwith on demand be repaid to it by the Company out of the Budget

2 5 Notwithstanding any of the provisions of this Agreement if the Guarantor shall advance any monies or make any payment under the Guaranty after any expense or liability has been incurred in connection with the Film

(a) which is covered by insurance maintained by the Company under this Clause, the Company shall (whether or not formally demanded by the Guarantor) promptly make a claim under such insurance policy or policies and pay to the Guarantor any monies received by it under the relevant insurance policy or policies (except monies payable to a third party, such as with respect to a personal injury or property damage claim, unless Guarantor has previously settled or satisfied such claim) in accordance with the Interparty Agreement (but not exceeding the amount of such advance or payment) as soon as the insurance claim has been settled and the amount thereof received by the Company, and PROVIDED FURTHER that the Company shall ensure that at all times notice of the Guarantor's rights under this Clause are endorsed upon such policy or policies,

(b) which ought to have been covered by insurance maintained by the Company under this Clause, and which is either not insured or under-insured by reference to the Guarantor's requirements specified to the Company prior to the date hereof, the Company shall pay to the Guarantor forthwith on demand out of the Budget (if applicable) such sums as would have been received under such insurance policies if they had been effected by the Company as aforesaid

3 3 1 The Company shall, until the Guarantor shall be released from or have no further liability of any nature under the Guaranty, promptly inform the Guarantor of all matters substantially or materially affecting its credit and financial standing or business or ability to perform its obligations under any of the terms hereof or of the Financing Agreement, including any legal proceedings threatened against the Company and actually commenced, the progress of such proceedings and of any judgments entered against it

3 2 Except for "enhancements" (i.e., enhances an aesthetic, artistic or commercial aspect of any of the picture elements or key cast and crew) which the Guarantor has approved in writing, the Company shall produce the Film in all respects in accordance with the provisions of the Financing Agreement, the Interparty Agreement, the Production Agreement, the Production Services Agreement, the Script and shooting schedules and the Budget and shall not without the prior consent of the Guarantor make or agree to make any material variation or material modification therein or in the essential personnel or other details of production approved by the Guarantor or the Financier or the Distributors or any of them other than minor variations or modifications arising as a result of the normal exigencies of film production and/or minor on-the-floor changes or editorial changes and/or revisions that do not materially alter the storyline or characterizations of the principal roles and not resulting in an increase in the cost of production of the Film or in any delay in the completion of the production of the Film

3 3 During the production of the Film, the Company shall keep the Guarantor informed about the progress of production and the plans for continuing and completing production of the Film and shall also prepare daily progress reports and bi-weekly

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Completion Agreement
Execution Version

cost statements and supply copies thereof to the Guarantor without delay and shall also submit to the Guarantor for inspection and approval any estimates of future expenditure or statements of costs incurred which the Company is required to submit to the Distributors or the Financier or which the Guarantor may reasonably require. The Guarantor or its representatives shall be entitled at any reasonable time until it shall be released from or have no further liability of any nature under the Guaranty to attend at the studios or elsewhere to watch the production of the Film to see rushes or rough cuts and to inspect the accounts, books and records of the Company and take extracts therefrom in so far as they relate to the Film provided that the Guarantor agrees to exercise its rights under this clause 3 reasonably and in such a manner as not to interfere with the production schedule for the Film or the business of the Company

- 3 4 The Guarantor shall be entitled to demand from the Company an explanation of any matter relating to the production of the Film whether or not arising from anything disclosed in the documents and accounts made available to it as aforesaid, if the Guarantor has reasonable grounds to believe that such matter is likely to involve the Guarantor in a risk of incurring liability or of any claim being made on it under the Guaranty. The Company shall give any explanation as may be reasonably required without delay and (if required) shall attend a meeting at which the producer, director or any other person concerned with the production whose presence the Guarantor shall request shall be present to discuss the matter with the representatives of the Guarantor (Provided always that no such meetings shall by reason of their place time or frequency interfere with the production of the Film) and the Company shall give full consideration to the views and proposals put forward by the Guarantor in order to decide on the steps to be taken to remove such risk
- 3 5 The Company undertakes to keep the Guarantor fully informed as to the state of delivery of the Film to the Financier and the Distributors and to provide the Guarantor with copies of all letters and other documents or communications written or otherwise made either by the Company or the Financier or the Distributors affecting any item which the Company is obliged to deliver to any of them
- 3 6 If either -
- (a) after any such explanation or meeting as referred to in Clause 3 4, the Guarantor is of the reasonable opinion that the likelihood of the risk of the Guarantor incurring liability or of any claim being made on it under the Guaranty will not be removed or adequately reduced by the steps proposed to be taken by the Company, or
 - (b) at any time the Guarantor is of the reasonable opinion that the production is likely to involve the Guarantor in a risk of incurring liability or of any claim being made on it under the Guaranty, or
 - (c) there shall at any time be a failure by the Company to comply with any of the material terms (including without limitation, any breach of any warranty or representation) hereof or of the Financing Agreement or the Interparty Agreement which in the reasonable opinion of the Guarantor is likely to result in the risk of the Guarantor incurring liability or of any claim being made on or under the Guaranty,

then the Company shall forthwith faithfully comply with any reasonable instructions with regard to production methods given by the Guarantor for removing any such risk or remedying any such failure including the dismissal of any person or persons engaged on the production of the Film PROVIDED THAT no such instructions shall be contrary to the provisions of the Financing Agreements (except with the consent of the relevant Financiers) or other contractual obligations of the Company in respect

of the Film previously approved by the Guarantor

37 If either -

- (a) at any time the Company shall be in uncured material breach of any of the provisions (including without limitation, any uncured material breach of warranty or representation) hereof or of the Financing Agreement or the Interparty Agreement and the Company fails to remedy such breach within two business days of written notice from the Guarantor in the case of a remediable breach or in the case of an irremediable breach fails to have embarked upon a course of action reasonably satisfactory to the Guarantor designed to mitigate or address the same, or
- (b) at any time the Company fails to carry out any reasonable instructions given by the Guarantor under sub-clause 3.6, or
- (c) at any time the Guarantor is of the opinion (on reasonable grounds) that the production is reasonably likely to involve the Guarantor in a risk of incurring liability or of any claim being made on it under the Guaranty and the Company fails within two business days of the same being communicated to the Company to cure the situation which is of concern to the Guarantor, to the Guarantor's satisfaction,

then the Guarantor shall have the right to take over and complete the production of the Film and shall if it exercises such right upon written notice to the Company be deemed to have been irrevocably appointed the manager and agent of the Company for such purpose and the Company shall at the request of the Guarantor place at the disposal of and under the control of the Guarantor the Production Bank Account(s) as referred to or defined in the Second Schedule hereto and all other persons and equipment employed and used by the Company in connection with the production of the Film BUT the Guarantor shall incur no liability to the Company for or in connection with such appointment PROVIDED THAT the Guarantor shall observe the contractual obligations of the Company to third parties relating to the Film PROVIDED ALWAYS that the exercise of the rights given to the Guarantor under sub-clauses 3.6 and 3.7 of this Clause shall terminate if the Company shall raise such additional finance or take such other steps as shall in the reasonable opinion of the Guarantor adequately protect the Guarantor from incurring any liability or of any claim being made on it under the Guaranty BUT WITHOUT PREJUDICE to the rights of the Guarantor subsequently to exercise any of the powers or rights contained in this Clause and at any time to exercise any of the other powers or rights of the Guarantor contained in this Agreement (including without limitation, pursuant to the security interest created under Clause 5 hereof) Where reference is made above to two (2) business days, and the instructions to cure given by the Guarantor are such that they cannot be completed within two business days, the Company shall be allowed such additional time to remedy the default or to cure the situation as the Guarantor shall reasonably deem to be sufficient to do so, provided that the Company immediately initiates the required action and diligently carries it to completion. If the Guarantor takes over the production then it shall not replace the director or the individual producers of the Film provided they promptly follow all of the Guarantor's reasonable instructions with respect to the Film which shall be given by the Guarantor in its sole discretion. The Guarantor can replace such director and producer immediately if they fail to follow such instructions provided that the Guarantor will not replace the director and/or the individual producers unless they are in uncured breach of a material term of their contractual obligations under their agreements with the Company or the Guarantor.

For the purpose of giving effect to this sub-clause and to facilitate the performance by the Guarantor of its obligations under the Guaranty (and without prejudice to the power of attorney contained in Clause 11 below) the Company hereby undertakes

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that it will on execution of this agreement (i) execute a power of attorney in the forms set out in the First Schedule hereto in favour of the Guarantor or such other person as the Guarantor may direct and which power of attorney the Guarantor hereby undertakes to hold in escrow until such time as either Guarantor takes over the production or the Guarantor is released from all of its obligations under the Guaranty at which point Guarantor shall issue reasonable documentation in favour of the Company confirming the termination of the power of attorney, (ii) procure that a letter or letters in the form set out in the Second Schedule hereto (or in a form otherwise agreed by the Guarantor) is written to and acknowledged by the bank at which any of the Production Bank Accounts are held, and (iii) procure an access letter or letters in the form set out in the Third Schedule hereto issued to and executed by a laboratory that is pre-approved by the Guarantor

If the Guarantor takes over the production it shall keep true and accurate records of its expenditures in relation to the Film, and shall retain all such records and any other documents that it may obtain in relation to its production of the Film, for not less than one year. Thereafter if it desires to dispose of such records and documents it shall first offer them to the Company, who in the meantime shall have access thereto on reasonable notice for auditing purposes

Further, if the Guarantor takes over production, Guarantor shall observe and not increase Company's contractual obligations, including, without limitation, obligations regarding compensation, contingent compensation and (main title or paid ad) credit obligations between Company and third parties relating to the Film as Guarantor shall previously have approved or be deemed to have approved hereunder. Further, with respect to positions that have not yet been filled at the time of such appointment by Guarantor, Guarantor shall attempt in good-faith not to increase Company's anticipated obligations regarding compensation, contingent compensation or (main title or paid ad) credit obligations with respect to principal cast and crew so appointed by Guarantor. In addition, Guarantor shall engage personnel in compliance with the rules and regulations then in effect of any applicable guild and shall use good faith efforts to engage personnel who are of similar stature in the motion picture industry as the person being replaced. Promptly following Guarantor's request therefor, Company will divulge to Guarantor all information with respect to anticipated compensation, contingent compensation and (main title or paid ad) credit obligations, if any, regarding appointments by Company that have not previously been made (whether formally or informally)

- 4 The Company will pay or procure to be paid to the Guarantor all such sums as the Guarantor may hereafter be reasonably required to pay pursuant to the terms of the Guaranty (less any amounts refunded to the Guarantor by insurance or otherwise pursuant to the terms hereof) plus interest thereon from the date of the same being paid by the Guarantor and until receipt thereof by the Guarantor at the rate (after as well as before judgment) per annum of two per cent (2%) above Lloyds Bank plc base rate in force from time to time and will hold the Guarantor fully indemnified against all costs, claims demands, losses and liability incurred by the Guarantor in the performance of its obligations under the Guaranty and in the exercise and preservation or enforcement of its rights hereunder (all monies payable as aforesaid and under Clause 2 hereof by the Guarantor and all other costs, charges and expenses of the Guarantor properly attributable to the Film (other than the Guarantor's general overhead and administrative expenses) being hereinafter called the "Secured Sums") PROVIDED THAT this indemnity as aforesaid shall not be affected by any amendment or variation to the terms of the Guaranty and the Guarantor is hereby irrevocably authorised by the Company to make any payments and comply with any claims or demands on the Guarantor under or in connection with the Guaranty on the first demand being made without any further reference to or further authority from the Company and notwithstanding that the Company may dispute the validity of or that the Guarantor could have resisted any such demand. The Guarantor shall be entitled to recoup repayment of the Secured Sums from the proceeds of the exploitation of the Film in a position which immediately follows the recoupment of the financing of the Film

and comes before any deferments

- 5 Each of the Commissioning Company, the UK PSC and the US PSC (each being a "**Relevant Company**") for itself only and to the extent of its rights, title and interest as a continuing security (subject only to the rights and prior security interests of the Financier under the Financing Agreement and the Interparty Agreement) hereby

5.1 charges absolutely to the Guarantor

(i) all present and future rights, title and interest of that Relevant Company of and in the Film and in the Script and all other written and musical matter embodied or to be embodied or used in the Film or acquired in connection with its production and the negative and prints thereof and all rights of representing, exploiting and exhibiting the same, and

(ii) all present and future interest and rights of that Relevant Company of and in the Financing Agreement and all other present and future agreements entered into by the Company in connection with the production of the Film,

5.2 charges in favour of the Guarantor with the payment and discharge of the Secured Sums by way of first fixed charge all present and future property acquired for the production of the Film, and

5.3 charges in favour of the Guarantor with the payment and discharge of the Secured Sums by way of first floating charge the whole of that Relevant Company's undertaking and assets relating to the Film, wheresoever and whatsoever, present and future, other than any assets for the time being effectively assigned or charged to the Guarantor pursuant to the previous sub clauses of this Clause or otherwise howsoever,

(the property and assets of the Company for the time being assigned or charged to the Guarantor hereunder being hereinafter called the "**Charged Property**") PROVIDED THAT on the payment or discharge of the Secured Sums and the Guarantor having no further liability of any nature under the Guaranty, the Guarantor shall at the request of the Company release or re-assign the Charged Property from the security constituted by this Agreement and the Guarantor shall sign all such documentation as the Company shall reasonably request to confirm such release and re-assignment

For the avoidance of doubt and notwithstanding anything to the contrary hereof, the Charged Property shall not include any of TWC's right, title or interest in and to any licensed rights to the extent such licensed rights are subject to that certain License and Amendment Agreement dated as of December 4, 2014 by and between TWC and Anchor Bay Entertainment, LLC

- 6 Each of the Commissioning Company, the UK PSC and the US PSC undertakes (for itself only) that it -

6.1 shall not create, grant or permit to subsist any mortgage, security interest or charge, whether fixed or floating (other than any created by or pursuant to the Financing Agreement or otherwise specified in the Interparty Agreement) on or over all or any part of the Charged Property, whether ranking in priority to or pari passu with the security hereby created, other than as may be required by an applicable guild or laboratory,

6.2 shall not while any monies are due or after any interest becomes payable to the Guarantor hereunder agree to exploit or otherwise deal with any of the Charged Property falling within Clauses 5.1 to 5.4 (inclusive) other than pursuant to the Interparty Agreement without the prior consent of the Guarantor in writing,

Interparty Agreement without the prior consent of the Guarantor in writing,

- 6.3 undertakes on demand to enter into (at Guarantor's cost) such further documents as the Guarantor may reasonably require whether they be mortgages, charges or other forms of security document and do all such other acts and things (including the giving of any notices) as the Guarantor may reasonably require to give effect to or to perfect the security intended to be created hereby in any territories of the world as the Guarantor deems reasonably appropriate
- 7 The Secured Sums shall become immediately due and payable by each of the Commissioning Company, the UK PSC and the US PSC to the Guarantor upon notice and the security created or constituted hereby shall become immediately enforceable by the Guarantor upon the occurrence of any of the following events (each an "Enforcement Event")
- 7.1 If demand to the Company in writing for payment in accordance with the terms of this Agreement is made by the Guarantor and payment thereof is not made by the Company within ten (10) days of the date of such demand, or
- 7.2 If the Company makes default in the observance or performance of any material covenant or material provision (including without limitation, any breach of any warranty or representation) contained or implied by statute herein or in the Financing Agreement or the Interparty Agreement in any mortgage or charge to or agreement with any person entered into in connection herewith or therewith and the material breach of which may render the Guarantor liable pursuant to the Guaranty and the Company does not cure the same within ten (10) days of written notice thereof, or
- 7.3 If any judgment is obtained against the Company which substantially or materially affects its credit and financial standing in relation to the Guarantor and is not discharged within fourteen (14) days of such judgment being obtained unless the Company shall appeal such judgment within the time allowed for appeal, or
- 7.4 If any distress or execution is levied or issued upon or against any of the chattels or property of the Company and the same is not paid out within fourteen (14) days of the levying or issuing of the same, or
- 7.5 If prior to the completion and delivery of the Film the Company shall cease or threaten to cease to carry on the business it carries on at the date hereof, or
- 7.6 If the Company is unable to pay its debts as they fall due or commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors, or
- 7.7 If prior to the completion and delivery of the Film the Company takes any corporate action or other steps are taken or legal proceedings are started for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its revenues and assets, or
- 7.8 If the Company repudiates this Agreement or the Financing Agreement or does or causes to be done any act or thing evidencing an intention to repudiate any of those agreements, or
- 7.9 If at any time it is or becomes unlawful for the Company to perform or comply with any or all of its obligations hereunder or any of the obligations of the Company hereunder are not or cease to be legal, valid and binding, or
- 7.10 If any circumstances arise which give reasonable grounds in the opinion of the

Guarantor for belief that the Company may not (or may be unable to) perform or comply with its obligations hereunder

8 Upon the security created or constituted by this Agreement becoming enforceable and subject to the terms of the Interparty Agreement -

8.1 the Guarantor shall be entitled, by notice to the Company, to convert the floating charge contained in Clause 5.4 into a fixed charge as regards all or any of the assets or property specified in such notice, and/or

8.2 the Guarantor shall be entitled, without prior notice to the Company, to sell or otherwise dispose of the Charged Property for any consideration (whether payable immediately or by instalments) as the Guarantor shall think fit and to apply the proceeds in or towards the reduction or discharge of the Secured Sums. Such power of sale or other disposal shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and the restriction contained in section 103 of that Act on the exercise of the statutory power of sale shall not apply to any exercise by the Guarantor of its power of sale or other disposal which shall arise immediately upon the occurrence of an Enforcement Event. In relation to a purchaser a certificate in writing by an officer or agent of the Guarantor that such power has arisen and is exercisable shall be conclusive evidence of that fact, and/or

8.3 the Guarantor shall be entitled, with prior notice to the Company, to appoint by writing under hand of any officer or agent of the Guarantor or under seal of the Guarantor a receiver and manager or a receiver or receivers (hereinafter collectively called the "Receiver") of the Charged Property upon such terms as to remuneration (without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925) and otherwise as it shall think fit, and may from time to time remove the Receiver so appointed and appoint another in his place or appoint another to act jointly with any Receiver previously appointed by the Guarantor, and/or

8.4 the Guarantor shall have, and shall be entitled (but not obliged) without further authority from the Company to exercise, any or all of the powers and rights which a Receiver would have under or as referred to in this Agreement on a Receiver's appointment (whether or not a Receiver is appointed), subject (save as referred to in this Agreement) to the liabilities and obligations of a Receiver

9 The Receiver shall be the Company's agent and shall have all powers conferred by the Law of Property Act 1925 on mortgagees and on mortgagees in possession and on receivers, and by the Insolvency Act 1986 on administrative receivers (whether or not the Receiver is in fact an administrative receiver), or by any like or similar statutory provisions, on any of the foregoing. The Company alone shall be responsible for the Receiver's acts and omissions and for the Receiver's remuneration. In particular, but without limiting any general powers of the Receiver or the Guarantor's power of sale, the Receiver shall have power (subject to any limitations or restrictions in the deed or instrument appointing the Receiver and to the provisions of the Financing Agreement and the Interparty Agreement) -

9.1 to take possession of, collect and get in the Charged Property,

9.2 to carry on, manage or concur in carrying on and managing the business of the Company or any part thereof in relation to the Film only and for any of those purposes to raise or borrow any money that may be required upon the security of the whole or any part of the Charged Property and to appoint managers, agents, servants and workmen at such salaries and for such periods as he may determine,

9.3 to complete and exploit the interests of the Company in the Film and for that purpose to employ any other film producing company he may think fit and generally to deal

UNTITLED CHEF PROJECT
Completion Agreement
Execution Version

with such interest in the Film whether completed or not in any manner he may in his unfettered discretion think to be to the advantage of the Guarantor, the Distributors, the Financier and the Company or any of them and generally to exercise the powers granted to the Guarantor in relation to the production of the Film under Clause 3 hereof and to call upon the Company to give without payment (other than payment of fees and expenses contained in the Budget) such assistance in connection therewith as may be reasonably required by him,

- 9 4 to sell or lease or concur in selling or leasing the interest of the Company in the Film and the rights relating thereto and all or any other part of the Charged Property (including without prejudice to the generality of the foregoing sums receivable by the Company from the proceeds of exploitation of the Film) or otherwise deal therewith on such terms in the interests of the Guarantor, the Financier and the Company or any of them, and in each case, without the restriction imposed by section 103 of the Law of Property Act 1925 or the need to observe any of the restrictions or other provisions of section 99 or 100 of that Act, and generally upon such terms as he shall think fit,
- 9 5 to make any arrangement or compromise which he shall think fit in the interest of the Guarantor, the Financier and the Company or any of them,
- 9 6 to do all other things as may seem to the Receiver to be incidental or conducive to any other power vested in the Receiver or to be conducive to the realisation of the security created or constituted by this Agreement, and
- 9 7 to exercise in the name or on behalf and at the cost of the Company all the powers and rights of an absolute owner of the Charged Property and to do or omit to do anything which the Company itself could do or omit to do, AND PROVIDED THAT in making any sale or other disposal of any of the Charged Property in the exercise of their respective powers the Receiver or the Guarantor may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including without limitation consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver or the Guarantor shall ipso facto be and become charged with the payment of the Secured Sums. Any contract for any such sale or other disposal by the Receiver or the Guarantor may contain conditions excluding or restricting the personal liability of the Receiver or the Guarantor
- 9 8 In the event of a takeover of production by Guarantor, each of the parties hereto reserves its rights with respect to the actions of the other
- 10 Subject to the rights of the Financier under the Financing Agreement and subject to the terms of the Interparty Agreement, any moneys received by the Guarantor or by any Receiver appointed by it pursuant to this Agreement and/or under the powers conferred by this Agreement, shall, after this security shall have become enforceable, be applied for the following purposes and, unless otherwise determined by the Guarantor, in the following order of priority -
- 10 1 in the payment of all costs, charges and expenses of and incidental to the Receiver's appointment and the payment of its remuneration,
- 10 2 in the payment and discharge of any liabilities incurred by the Receiver on the Company's behalf in the exercise of any of the powers of the Receiver,
- 10 3 in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of Section 109(8) of the Law of Property Act 1925,

- 10 4 in or towards payment of any debts or claims which are by statute payable in preference to the Secured Sums but only to the extent to which those debts or claims have that preference;
- 10 5 in or towards the satisfaction, subject to the terms of this Agreement, of the Secured Sums in such order as the Guarantor may determine in its absolute discretion from time to time, and
- 10 6 any surplus shall be paid to the Company or any other person who may be entitled to it, PROVIDED THAT only monies actually paid by the Receiver to the Guarantor in satisfaction or discharge of the Secured Sums shall be capable of being applied by the Guarantor in satisfaction thereof, and the provisions of this Clause 10 and Clause 9 shall take effect as and by way of variation and extension to the provisions of section 109 of the Law of Property Act 1925, which provisions so varied and extended shall be deemed to be incorporated herein
- 11 11 1 Each of the Commissioning Company, the UK PSC and the US PSC hereby irrevocably appoints the Guarantor, each and every person to whom the Guarantor shall from time to time have delegated the exercise of the power of attorney conferred by this Clause 11, and any Receiver appointed hereunder and for the time being holding office as such, jointly and also severally to be the attorney or attorneys of the Company and in its name and otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the Guarantor or any Receiver appointed hereunder shall consider requisite) for carrying out any obligation imposed on that Relevant Company by or pursuant to this Agreement and generally for enabling the Guarantor and the Receiver to exercise the respective powers conferred on them by or pursuant to this Agreement or by law. The Guarantor shall have full power to delegate the power conferred on it by this Clause 11, but no such delegation shall preclude the subsequent exercise of such power by the Guarantor itself or preclude the Guarantor from making a subsequent delegation thereof to some other person, any such delegation may be revoked by the Guarantor at any time
- 11 2 Each Relevant Company shall ratify and confirm all transactions properly entered into by the Guarantor or such Receiver or delegate of the Guarantor in the exercise or purported exercise of the Guarantor's or such Receiver's respective powers and all transactions entered into, documents executed and things done by the Guarantor or such Receiver or delegate by virtue of the power of attorney given by sub-clause 11 1 above. A copy of all instruments executed under the power of attorney granted by this Clause 11 shall be sent to the Relevant Company as soon as practical after execution
- 11 3 The power of attorney granted by this Clause 11, is as regards the Guarantor, its delegates and any such Receiver (and as each Relevant Company hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Agreement to secure proprietary interests of and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971
- 11 4 The Guarantor shall use all reasonable endeavours to procure that the Receiver shall exercise its powers in a manner consistent with the Financing Agreement, the Interparty Agreement and the contracts entered into by the Company with third parties relating to the production and distribution of the Film
- 12 No purchaser or other person dealing with the Guarantor or its delegate or any Receiver appointed hereunder shall be bound to see or inquire whether the right of the Guarantor or such Receiver to exercise any of its or his powers has arisen or become exercisable or be

concerned with notice to the contrary, or be concerned to see whether any such delegation by the Guarantor shall have lapsed for any reason or been revoked

- 13 If the Guarantor shall advance any sums pursuant to the terms of the Guaranty, each of the Commissioning Company and the Producer undertakes that it shall deliver to the Guarantor copies of all lists of booking, revenue statements and accounts which the Company shall be entitled to receive
- 14 The Company hereby acknowledges and confirms that it is not entitled to and has no interest in the benefit of the Guaranty and hereby waives and releases unto the Guarantor absolutely all such interest and benefit in the Guaranty as may exist now or in the future or has been hitherto vested in it
- 15 Notices may be served by either party hereto on another by facsimile or by posting the same through the post in a first class prepaid letter to the other at its registered office and shall be deemed to have been served at the expiration of one business day after the time of sending the facsimile and two business days after the time of posting (as the case may be) and in proving such service it shall be sufficient to show that the facsimile was sent or that the letter containing the notice was properly addressed and put into the post prepaid as aforesaid In the case of notices to the Guarantor a copy shall be sent at the same time to

Film Finances Limited
15 Conduit Street
London W1S 2XJ (Attn James Shirras)

- 16 The Company acknowledges that the Guarantor has entered into agreements with certain insurers who insure certain of the Guarantor's obligations in relation to the Film and that pursuant to those arrangements, such insurers shall have the right to assume (whether by assignment or operation of law) the Guarantor's obligations and rights under this Agreement, subject to the terms hereof Without prejudice to the foregoing, the Guarantor shall have a full and unfettered right to assign the whole or any part of the benefit of this Agreement and the expression the "Guarantor" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Guarantor who shall be entitled to enforce and proceed upon this Agreement in the same manner as if named herein The Guarantor shall be entitled to impart any information concerning the Company (insofar as it relates to this Agreement) to any such insurers, assignee or other successor or any participant or proposed insurers, assignee, successor or participant The Company shall not be entitled to assign or transfer or otherwise deal with (whether absolutely or by way of security) all or any of its rights and obligations hereunder
- 17 For the purposes of the satisfaction or discharge of all or any part of the Secured Sums, the Guarantor may convert all or any monies received, recovered, realised or held by the Guarantor hereunder from their existing currencies of account into such other currency or currencies, and at such rate(s) of exchange, as are then current at the Guarantor's bank
- 18 The Guarantor agrees to consent to the Company discharging the security herein created upon the later of the Guarantor being fully and unconditionally released from its obligations under the Guaranty and the Guarantor being paid all of the Secured Sums, and the Guarantor shall at such time execute such reasonable documentation as shall confirm the termination of the power of attorney granted pursuant to clause 11 of this Agreement, the Power of Attorney attached as the Second Schedule hereto and the letter attached as the Third Schedule hereto
- 19 Each of the provisions hereof shall be severable and distinct from one another and if at any time any such provision is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, neither the validity, legality and enforceability of each of the remaining provisions hereof, nor the validity, legality and enforceability of such provision under the law of any other jurisdiction, shall in any way be affected, prejudiced or impaired thereby The rights, powers and remedies provided hereby are cumulative and are in addition

to, and are not, nor are they to be construed as, exclusive of or to be prejudicial to, any right of set-off or other rights, powers and remedies provided by law or by any other agreement between the Guarantor and the Company. No failure on the part of the Guarantor to exercise, or delay on its part in exercising, any of the rights, powers and remedies provided hereby or by law or by any other agreement shall operate as a waiver thereof, nor shall any single or partial waiver or exercise of any such right, power or remedy preclude any further or other waiver or exercise thereof.

- 20 This Agreement shall be governed by and construed in accordance with English law and for the benefit of the Guarantor, the parties hereby irrevocably submit to the jurisdiction of the English courts PROVIDED THAT the foregoing shall not prejudice the ability of either party to take proceedings against the other in relation hereto before any other court of competent jurisdiction, whether concurrently or not.

- 21 In this Agreement, unless the context otherwise requires -

- 21.1 words importing the singular shall include the plural and vice versa,
- 21.2 references to the "Guarantor", the "Financiers", the "Distributors" or the "Company" shall be construed so as to include their successors, transferees and assigns, and from time to time,
- 21.3 references to any statute shall include any statutory modification, extension or re-enactment of it or of any part of it for the time being in force and shall also include all instruments and regulations deriving validity from that statute,
- 21.4 references to this Agreement or any other deed, agreement or document shall be to this Agreement or, as the case may be, such other deed, agreement or document as the same may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

IN WITNESS whereof this Agreement has been executed and delivered as a Deed by the Company and the Guarantor on the date set out above

THE FIRST SCHEDULE

PART I - COMMISSIONING COMPANY

BY THIS POWER OF ATTORNEY given this day of Two thousand and fourteen

TWC CHEF LLC a Delaware company whose registered office is 99 Hudson Street, New York, NY 10013, USA (the "Appointor")

HEREBY APPOINTS

FILM FINANCES, INC. of Suite 1400, 9000 Sunset Boulevard, Los Angeles, California 90069 (the "Attorney")

acting through such officers or employees of the Attorney as the Attorney may from time to time appoint to be its lawful attorney in its name and on its behalf to execute all and any deeds, documents and instruments and generally to do all other acts and things on the Appointor's behalf as effectively as if done by the Appointor itself in relation to or in any way connected with the production and delivery of the film provisionally entitled "UNTITLED CHEF PROJECT" (the "Film") in respect of which the Attorney has given a Guaranty of Completion AND the Appointor hereby declares that all and anything which shall be done by the Attorney in relation to or in connection with the Film shall be as good, valid and effective to all intents and purposes whatsoever as if the same had been done by the Appointor

The Attorney shall have the full and unrestricted right power and authority at any time to appoint any substitute (and to revoke any appointment so made) to act hereunder and the acts of the Attorney's substitute shall be fully valid and binding upon the Appointor as if the Appointor had performed the same itself.

The Attorney shall promptly furnish a copy of any such executed documents to the Appointor, provided that no casual or inadvertent failure to do so shall be a breach hereof or otherwise affect the validity of any such documents.

The Appointor hereby undertakes from time to time and at all times to ratify and confirm whatsoever the Attorney shall cause to be done in accordance with and under the authority of this Power of Attorney

This Power of Attorney shall be governed by and construed in accordance with English law, and is given by way of security to secure the performance of an obligation owed by the Appointor to the Attorney and the Appointor declares this Power of Attorney to be irrevocable.

IN WITNESS WHEREOF this POWER OF ATTORNEY was executed and delivered by the Appointor the day and year first above written.

Executed as a deed on behalf of
TWC CHEF LLC
Acting by one director/authorised signatory
In the presence of -

Witness signature

Witness name

Witness address

Irwin Reiter

EVP, Account & Financial Reporting

Abinaya
Almanan
20-33 69th Avenue
New York, NY 10013

UNTITLED CHEF PROJECT
Completion Agreement
Execution Version

PART II - UK PSC

BY THIS POWER OF ATTORNEY given this day of Two thousand and fourteen

MICHELIN FILMS, LIMITED (Company No' 08958425) a company incorporated in England and Wales whose registered address is at 90 High Holborn, London WC1V 6XX (the "Appointor")

HEREBY APPOINTS

FILM FINANCES, INC. of Suite 1400, 9000 Sunset Boulevard, Los Angeles, California 90069 (the "Attorney")

acting through such officers or employees of the Attorney as the Attorney may from time to time appoint to be its lawful attorney in its name and on its behalf to execute all and any deeds, documents and instruments and generally to do all other acts and things on the Appointor's behalf as effectively as if done by the Appointor itself in relation to or in any way connected with the production and delivery of the film provisionally entitled "UNTITLED CHEF PROJECT" (the "Film") in respect of which the Attorney has given a Guaranty of Completion AND the Appointor hereby declares that all and anything which shall be done by the Attorney in relation to or in connection with the Film shall be as good, valid and effective to all intents and purposes whatsoever as if the same had been done by the Appointor

The Attorney shall have the full and unrestricted right power and authority at any time to appoint any substitute (and to revoke any appointment so made) to act hereunder and the acts of the Attorney's substitute shall be fully valid and binding upon the Appointor as if the Appointor had performed the same itself

The Attorney shall promptly furnish a copy of any such executed documents to the Appointor, provided that no casual or inadvertent failure to do so shall be a breach hereof or otherwise affect the validity of any such documents

The Appointor hereby undertakes from time to time and at all times to ratify and confirm whatsoever the Attorney shall cause to be done in accordance with and under the authority of this Power of Attorney.

This Power of Attorney shall be governed by and construed in accordance with English law, and is given by way of security to secure the performance of an obligation owed by the Appointor to the Attorney and the Appointor declares this Power of Attorney to be irrevocable.

IN WITNESS WHEREOF this POWER OF ATTORNEY was executed and delivered by the Appointor the day and year first above written

Executed as a deed on behalf of
MICHELIN FILMS, LIMITED
Acting by one director
In the presence of:

Witness signature 

Witness name P. WILBY

Witness address 1 GROSVENOR PLACE
WEYBRIDGE KT13 9AG

PART III - US PSC

BY THIS POWER OF ATTORNEY given this day of Two thousand and fourteen

MILLION OYSTER FILMS, LLC, a Louisiana company whose registered address is at 99 Hudson Street, New York, NY 10013, USA (the "Appointor")

HEREBY APPOINTS

FILM FINANCES, INC. of Suite 1400, 9000 Sunset Boulevard, Los Angeles, California 90069 (the "Attorney")

acting through such officers or employees of the Attorney as the Attorney may from time to time appoint to be its lawful attorney in its name and on its behalf to execute all and any deeds, documents and instruments and generally to do all other acts and things on the Appointor's behalf as effectively as if done by the Appointor itself in relation to or in any way connected with the production and delivery of the film provisionally entitled "UNTITLED CHEF PROJECT" (the "Film") in respect of which the Attorney has given a Guaranty of Completion AND the Appointor hereby declares that all and anything which shall be done by the Attorney in relation to or in connection with the Film shall be as good, valid and effective to all intents and purposes whatsoever as if the same had been done by the Appointor

The Attorney shall have the full and unrestricted right power and authority at any time to appoint any substitute (and to revoke any appointment so made) to act hereunder and the acts of the Attorney's substitute shall be fully valid and binding upon the Appointor as if the Appointor had performed the same itself

The Attorney shall promptly furnish a copy of any such executed documents to the Appointor, provided that no casual or inadvertent failure to do so shall be a breach hereof or otherwise affect the validity of any such documents

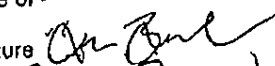
The Appointor hereby undertakes from time to time and at all times to ratify and confirm whatsoever the Attorney shall cause to be done in accordance with and under the authority of this Power of Attorney

This Power of Attorney shall be governed by and construed in accordance with English law, and is given by way of security to secure the performance of an obligation owed by the Appointor to the Attorney and the Appointor declares this Power of Attorney to be Irrevocable

IN WITNESS WHEREOF this POWER OF ATTORNEY was executed and delivered by the Appointor the day and year first above written

Executed as a deed on behalf of
MILLION OYSTER FILMS, LLC
Acting by one director/authorised signatory
in the presence of -

) 

Witness signature 
Witness name Ben Basal

Witness address

15821 Ventura Blvd., Suite 500
Encino, CA 91436

PART IV - NY PSC

BY THIS POWER OF ATTORNEY given this day of Two thousand and fourteen

THIRD STAR FILMS, INC , a New York corporation whose registered address is at 99 Hudson Street,
New York, NY 10013, USA (the "Appointor")

HEREBY APPOINTS

FILM FINANCES, INC. of Suite 1400, 9000 Sunset Boulevard, Los Angeles, California 90069 (the
"Attorney")

acting through such officers or employees of the Attorney as the Attorney may from time to time appoint
to be its lawful attorney in its name and on its behalf to execute all and any deeds, documents and
instruments and generally to do all other acts and things on the Appointor's behalf as effectively as if
done by the Appointor itself in relation to or in any way connected with the production and delivery of the
film provisionally entitled "UNTITLED CHEF PROJECT" (the "Film") in respect of which the Attorney has
given a Guaranty of Completion AND the Appointor hereby declares that all and anything which shall be
done by the Attorney in relation to or in connection with the Film shall be as good, valid and effective to
all intents and purposes whatsoever as if the same had been done by the Appointor

The Attorney shall have the full and unrestricted right power and authority at any time to appoint any
substitute (and to revoke any appointment so made) to act hereunder and the acts of the Attorney's
substitute shall be fully valid and binding upon the Appointor as if the Appointor had performed the same
itself


The Attorney shall promptly furnish a copy of any such executed documents to the Appointor, provided
that no casual or inadvertent failure to do so shall be a breach hereof or otherwise affect the validity of
any such documents.

The Appointor hereby undertakes from time to time and at all times to ratify and confirm whatsoever the
Attorney shall cause to be done in accordance with and under the authority of this Power of Attorney

This Power of Attorney shall be governed by and construed in accordance with English law, and is given
by way of security to secure the performance of an obligation owed by the Appointor to the Attorney and
the Appointor declares this Power of Attorney to be Irrevocable

IN WITNESS WHEREOF this POWER OF ATTORNEY was executed and delivered by the Appointor the
day and year first above written

Executed as a deed on behalf of
THIRD STAR FILMS, INC.
Acting by one director/authorised signatory
In the presence of -

Witness signature 

Witness name Ben Barak

Witness address 15821 Ventura Blvd ; Suite 500
Encino, CA 91436

) 

THE SECOND SCHEDULE
PART 1

Date

2014

The Manager
COUTTS & CO
Media Banking Office
440 The Strand
London
WC2R 0QS

Dear Sir

UNTITLED CHEF PROJECT (the "Film")

Account number 08331340 (current account)
Account number 02331357 (business reserve account)
Sort Code 18-00-02

USD Account number 02331365
Sort Code 18-00-91

(together, the "Production Bank Accounts")

We have entered into an agreement (the "Agreement") with Film Finances, Inc (the "Guarantor") relating to a guarantee of completion given by the Guarantor in respect of the Film. Under the Agreement the Guarantor has the right in certain circumstances (with which you are not to be concerned) to take over control of the production of the Film, including the right to withdraw funds from the Production Bank Accounts on the sole signature of its own representative (which includes use of your internet banking facilities (if any) attached to the Production Bank Accounts)

Please be advised and instructed therefore that if you receive written notice that is purported to be from the Guarantor that it has assumed control of production of the Film (such notice signed by at least one of the specimen signatories below), then subject to the completion of a revised mandate on the Bank's standard form, the only authorised signatories on the Production Bank Accounts shall be the signatory or signatories who will be designated by the Guarantor on the revised mandate. We and the Guarantor acknowledge that the completion of the Bank's mandate will be subject to the Bank's usual due diligence requirements including standard Know Your Customer checks, if required, on any individual(s) designated by the Guarantor to be an authorised signatory. Until completion of the revised mandate as aforesaid, no withdrawals will be permitted from the Production Bank Accounts (including via internet banking) save for your customary Bank charges or any outstanding debit or credit card transactions or transactions submitted electronically via the Bank's internet banking service that cannot be stopped. We hereby authorise you to place a stop instruction on the Production Bank Accounts and withdraw the card facilities and internet banking facilities from the Production Bank Accounts upon receipt of a notice purported to be from the Guarantor.

We and the Guarantor hereby acknowledge that you will accept instructions purported to have been received from the Guarantor without any further authority from us and without enquiry as to the jurisdiction for or validity of such instructions.

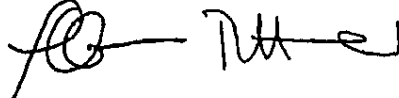
Please confirm by signing the enclosed copies of this letter that you will be bound by and observe the advice and instructions set forth above, which may not be revoked without the prior written consent of the Guarantor and that you will not exercise any right of lien, set-off or combination against the Production Bank Accounts save for those referred to in this letter.

We hereby release you from all claims, demands and liability arising out of your compliance with the

above advice and instructions.

This agreement shall in all respects be interpreted, enforced and governed by the laws of the United Kingdom

Yours faithfully



.....
for and on behalf of

MICHELIN FILMS, LIMITED

AGREED AND ACCEPTED

.....
Manager for and on behalf
of COUTTS & CO

Dated 2014

AGREED AND ACCEPTED

.....
for and on behalf of Film Finances Inc

Specimen signatures of Film Finances Inc.

.....

.....

.....

above advice and instructions

This agreement shall in all respects be interpreted, enforced and governed by the laws of the United Kingdom

Yours faithfully

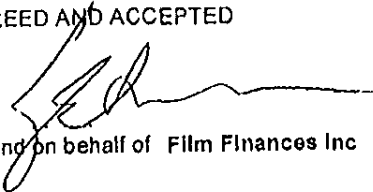
for and on behalf of
MICHELIN FILMS, LIMITED

AGREED AND ACCEPTED

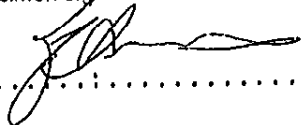
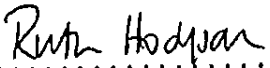
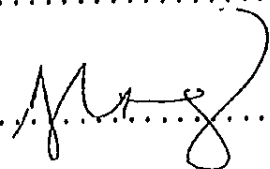
Manager for and on behalf
of COUTTS & CO

Dated 2014

AGREED AND ACCEPTED


for and on behalf of Film Finances Inc

Specimen signatures of Film Finances Inc.


.....

.....

.....

THE SECOND SCHEDULE
PART 2

Date 2014

The Manager
East West Bank
135 N Los Robles Avenue, Suite 600
Pasadena, CA 91107
USA

Dear Sir

"UNTITLED CHEF PROJECT" (the "Film")

Million Oyster Films LLC
USD A/c no 80030 46987 - ABA routing 322 070 381

Third Star Films Inc
USD A/c no 80030 46995 - ABA routing 322 070 381
(together, the "Production Bank Accounts")

We have entered into an agreement (the "Agreement") with Film Finances, Inc (the "Guarantor") relating to a guarantee of completion given by the Guarantor in respect of the Film. Under the Agreement the Guarantor has the right in certain circumstances (with which you are not to be concerned) to take over control of the production of the Film, including the right to withdraw funds from the Production Bank Account on the sole signature of its own representative.

Please be advised and instructed therefore that if you receive written notice from the Guarantor that it has assumed control of production of the Film, the only authorised signatories on the Production Bank Account shall be the signatory or signatories who will be designated by the Guarantor by signature of your bank mandate.

Please confirm by signing the enclosed copies of this letter that you will be bound by and observe the advice and instructions set forth above, which may not be revoked without the prior written consent of the Guarantor and that you will not exercise any right of lien, set-off or combination against the Production Bank Account.

We hereby release you from all claims, demands and liability arising out of your compliance with the above advice and instructions.

Yours faithfully

for and on behalf of
Million Oyster Films, LLC

for and on behalf of
Third Star Films, Inc

AGREED AND ACCEPTED

Manager for and on behalf
East West Bank

THIRD SCHEDULE
COMPLETION GUARANTOR ACCESS LETTER

[See Attached]

GUARANTOR ACCESS LETTER

Dated as of November 13, 2014

To: TECHNICOLO OR CREATIVE SERVICES USA, INC
d/b/a Technicolor Production Services Hollywood (the "Facility")
6040 Sunset Blvd
Hollywood, California 90028
Attention Erik Forsberg
Telephone +1 (323) 817-6268
Email erik.forsberg@technicolor.com

Re UNTITLED CHEF PROJECT (the "Film")

Dear Sir/Madam,

You acknowledge that you now have or will have in your possession in the name of MICHELIN FILMS, LIMITED ("Producer") certain of the digital, print, preprint, film or sound materials (the "Materials") for the Film

Producer and FILM FINANCES, INC (the "Guarantor") have entered into an agreement (the "Completion Agreement") whereby the Guarantor has the right to take over or otherwise take an active role in the production of the Film, including but not limited to, the right to take possession of, or to order facility work for and prints and other film or soundtrack materials of the Film and to issue instructions for and on behalf of Producer with respect to the Film and Materials, subject to the provisions of this Guarantor Access Letter

It is agreed as follows

1 You are hereby instructed and directed (subject to arrangements satisfactory to you being made for payment for any services you render to Guarantor or its designees) to honour any instructions and orders of the Guarantor and Guarantor's designees, regardless of any protest, objection or contrary instructions or orders of Producer or its affiliates or designees

2 All services and materials ordered by the Guarantor or its designees will be at the expense of the Guarantor. For the avoidance of doubt, nothing in this Guarantor Access Letter, requires you to give up possession of the Materials until you have received payment for the services rendered in accordance with the direction of Producer (or its designees) and Guarantor (or its designees), although you must always give access to the Materials to Guarantor or its designees notwithstanding any unpaid charges incurred by Producer or anyone else

3 You shall not allow Producer or any other entity to remove the original Materials from your premises without the prior written consent of Guarantor.

4 Producer hereby waives any claim for damages or otherwise which it may have against you for any act which you may take in accordance with the direction by Guarantor or its designees

5 All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal delivery (including by means of a nationally recognized courier service or professional messenger service), or sent by facsimile or email, in all cases, addressed to

To Facility Technicolor Production Services
6040 Sunset Blvd, 5th Floor
Hollywood, California 90028, USA
Attention General Counsel

To Producer Michelin Films, Limited
90 High Holborn
London WC1V 6XX
United Kingdom
Attention Tarn Harper

To Guarantor. Film Finances, Inc.
15 Conduit Street
London W1S 2XJ
England
Attention: James Shirras
jshirras@filmfinances.co.uk

6 All notices, requests and other communications shall be deemed received (i) upon actual receipt or delivery as evidenced by written receipt, acknowledgement or other evidence of actual receipt or delivery to the above address if sent via courier or other means of personal delivery, or (ii) upon the date such notice is sent if sent via facsimile with a confirmation of transmission or receipt. Any party hereto may from time to time by notice in writing delivered as set forth above designate a different address to which, or a different or additional person to whom, all such notices or communications thereafter are to be given.

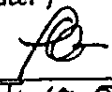
7. This Laboratory Access Letter shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding anything to the contrary contained herein, you shall be under no obligation to provide Guarantor with access to the Materials in accordance with the terms hereof, unless and until you have received a fully executed copy of this Guarantor Access Letter. Delivery of an executed counterpart of this Guarantor Access Letter by facsimile or by electronic delivery in portable document format (PDF) or tagged image file format (TIFF) shall be effective delivery hereunder and shall be deemed to be a valid execution and delivery of this Laboratory Access Letter.

8. The instructions and assurances given in this Guarantor Access Letter cannot be modified or withdrawn except in writing by you, Producer and Guarantor. This Guarantor Access Letter shall be governed by the laws of England and Wales.

Please confirm your agreement to the foregoing by signing in the space provided below

Yours sincerely,

MICHELIN FILMS, LIMITED
("Producer")

By: 
Name: TINA ELLIS
Its: CO DIRECTOR

ACKNOWLEDGED AND AGREED BY:

TECHNICOLOR CREATIVE SERVICES USA, INC.
d/b/a Technicolor Production Services
("Facility")

By: _____
Name: _____
Its: _____

ACKNOWLEDGED AND AGREED BY:

FILM FINANCES, INC.
("Guarantor")

By: _____
Name: _____
Its: _____

To Guarantor: Film Finances, Inc
15 Conduit Street
London W1S 2XJ
England
Attention: James Shirras
jshirras@filmfinances.co.uk

6. All notices, requests and other communications shall be deemed received (i) upon actual receipt or delivery as evidenced by written receipt, acknowledgment or other evidence of actual receipt or delivery to the above address if sent via courier or other means of personal delivery, or (ii) upon the date such notice is sent if sent via facsimile with a confirmation of transmission or receipt. Any party hereto may from time to time by notice in writing delivered as set forth above designate a different address to which, or a different or additional person to whom, all such notices or communications thereafter are to be given.

7. This Laboratory Access Letter shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding anything to the contrary contained herein, you shall be under no obligation to provide Guarantor with access to the Materials in accordance with the terms hereof, unless and until you have received a fully executed copy of this Guarantor Access Letter. Delivery of an executed counter part of this Guarantor Access Letter by facsimile or by electronic delivery in portable document format (PDF) or tagged image file format (TIFF) shall be effective delivery hereunder and shall be deemed to be a valid execution and delivery of this Laboratory Access Letter.

8. The instructions and assurances given in this Guarantor Access Letter cannot be modified or withdrawn except in writing by you, Producer and Guarantor. This Guarantor Access Letter shall be governed by the laws of England and Wales.

Please confirm your agreement to the foregoing by signing in the space provided below.

Yours sincerely,

MICHELIN FILMS, LIMITED
("Producer")

By: _____
Name _____
Its _____

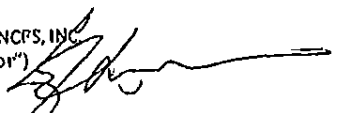
ACKNOWLEDGED AND AGREED BY:

TECHNICOLOR CREATIVE SERVICES USA, INC
d/b/a Technicolor Production Services
("Facility")

By: 
Name: ERIK FORSBERG
Its: AUTHORIZED SIGNATORY

ACKNOWLEDGED AND AGREED BY:


FILM FINANCES, INC
("Guarantor")

By: 
Name: JAMES SHIRRAS
Its: AUTHORIZED SIGNATORY

END OF SCHEDULES

EXECUTION PAGE TO SECURITY AGREEMENT

Executed as a deed on behalf of
TWC CHEF LLC



acting by

By **Irwin Reiter**

Its **VP, Account & Financial Reporting**

Executed as a deed on behalf of
MICHELIN FILMS, LIMITED
Acting by one director
In the presence of -

)
)
)

Witness signature

Witness name

Witness address

Executed as a deed on behalf of
MILLION OYSTER FILMS, LLC

acting by

By

Its

Executed as a deed on behalf of
THIRD STAR FILMS, INC.

acting by

By

Its

EXECUTION PAGE TO SECURITY AGREEMENT

Executed as a deed on behalf of
TWC CHEF LLC

acting by

By:

Its:

Executed as a deed on behalf of
MICHELIN FILMS, LIMITED
Acting by one director
In the presence of -

)
)
)

Witness signature

Witness name

Witness address

P. Wilby
P. WILBY
1 GROSVENOR PLACE
WEYBRIDGE KT13

Executed as a deed on behalf of
MILLION OYSTER FILMS, LLC

acting by

By:

Its:

Executed as a deed on behalf of
THIRD STAR FILMS, INC.

acting by

By:

Its:

EXECUTION PAGE TO SECURITY AGREEMENT

Executed as a deed on behalf of
TWC CHEF LLC

acting by

By

Its

Executed as a deed on behalf of
MICHELIN FILMS, LIMITED
Acting by one director
In the presence of -

)
)
) ..

Witness signature

Witness name

Witness address

Executed as a deed on behalf of
MILLION OYSTER FILMS, LLC



acting by

By DAVID BARAL

Its MANAGER

Executed as a deed on behalf of
THIRD STAR FILMS, INC.



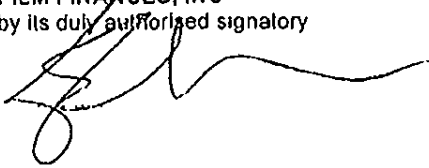
acting by

By DAVID BARAL

Its PRESIDENT

UNTITLED CHEF PROJECT
Completion Agreement
Execution Version

Signed on behalf of
FILM FINANCES, INC
by its duly authorized signatory

A handwritten signature in black ink, appearing to be a stylized 'S' followed by a long horizontal stroke.