

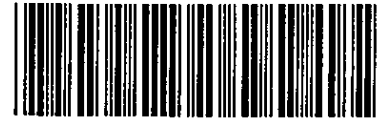
MG01

Particulars of a mortgage or charge

100069/13



WEDNESDAY



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LD4

29/08/2012

#62

COMPANIES HOUSE

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**1 Company details**

Company number 08028732

Company name in full A Most Wanted Man Limited (the "Chargor")

For official use

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

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation d1 d6 m0 m8 y2 y0 y1 y2

**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 Security Assignment and Charge dated 16 August 2012 between the Chargor  
and the Lender (the "Deed").

**4 Amount secured**

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

Amount secured All moneys, obligations and liabilities due, owing or  
payable or expressed to be due owing or payable to the  
Lender at the date of the Deed and at any time thereafter,  
including without limitation, the full and timely payment,  
performance and discharge of all moneys, obligations and  
liabilities due, owing or payable by any Relevant Person to  
the Lender, pursuant to the Deed, the Loan Documents and  
all other Relevant Agreements, and whether such moneys,  
obligations or liabilities are express or implied, at the  
date of the Deed or thereafter, actual or contingent, joint  
or several, incurred as principal or surety or in any other  
manner whatsoever, and including without limitation, all  
principal, interest (including interest accruing prior to  
and after the initiation of insolvency proceedings, whether  
or not allowed), charges, expenses, fees, outside  
attorneys' fees, filing fees and any other sums chargeable  
to any Relevant Person under the Loan Agreement or under  
any other Relevant Agreements, (the "Secured Obligations")

**Continuation page**

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

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

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

Name Compagnie Pour Le Financement Des Loisirs S A

Address 9 Rue Jean Mermoz, 75008, Paris, France

(the "Lender")

Postcode

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

1.

(a) **Intellectual Property**

By way of assignment absolutely with full title guarantee (and insofar as necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright, Designs and Patents Act 1988 as the same may be amended or replaced from time to time), all the Chargor's right, title and interest (both at the date of the Deed and thereafter, vested and contingent, statutory and otherwise) in and to the following

- (i) all rights of every kind and nature of the Chargor (including without limitation, copyrights) in and to the Screenplay and the Literary Property;
- (ii) all copyrights, rights in copyrights, interests in copyrights and renewals and extension of copyrights, domestic and foreign, theretofore or thereafter in, or obtained by the Chargor in connection with the Film and the right (but not the obligation) to make any publication thereof for copyright purposes, to register claim under copyright, and the right (but not the obligation) to renew and extend such copyright, and the right (but not the obligation) to sue in the name of the Chargor for infringements of copyright in the past, at the date of the Deed and thereafter,

**Please see attached continuation pages**

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## Particulars of a mortgage or charge

### 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

NIL

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X OLA Piper UK LLP X

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

# MG01

## Particulars of a mortgage or charge

### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name LMG/85314.120029/44653859.1

Company name  
DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111

### 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:**

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee

### Important information

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

### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'

### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland.**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (iii) all rights of every kind and nature of the Chargor to any and all music and musical compositions created for, used in or to be used in connection with the Film including without limitation all copyrights therein and all rights to perform, copy, record, re-record, produce, publish, reproduce or synchronise and or all of said music and musical compositions as well as other rights to exploit such music including record, soundtrack recording and music publishing rights;
- (iv) all rights to produce, acquire, release, sell, distribute, sub distribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicise or otherwise exploit the Film and any and all rights therein (including, without limitation the rights referred to in sub-paragraph (vi) below) to the fullest extent of such rights, and if possible in perpetuity, without limitation, in any manner and in any media whatsoever, including without limitation, by projection, radio, all forms of television (including, without limitation, free, pay, toll, cable, sustaining, subscription, sponsored and direct satellite broadcast), in theatres, non-theatrically, on cassettes, cartridges, CD, CD-I, CD-ROM and discs and other similar and dissimilar video devices, and by any and all other scientific, digital, mechanical or electronic means, methods, processes or devices known at the date of the Deed or thereafter conceived, devised or created;
- (v) all rights of the Chargor of any kind or nature, direct or indirect, to acquire, produce, develop, reacquire, finance, release, sell, distribute, sub-distribute, lease, sublease, syndicate, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicise, or otherwise exploit the Film or the Literary Property or any rights in the Film or Literary Property in any manner whatsoever including, without limitation, pursuant to the Relevant Agreements,
- (vi) all collateral, allied, ancillary, subsidiary, publishing, merchandising and licensing rights of every kind and nature, without limitation, derived from, appurtenant to or related to the Film, the Literary Property or any part thereof, including, without limitation, all production, exploitation, reissue, remake, sequel, serial or series rights by use of film, tape, video or any other recording devices known at the date of the Deed or thereafter devised, whether based upon, derived from or inspired by the Film, the Literary Property or any part thereof; all rights to use, exploit and license others to use or exploit any and all novelisation, publishing, video game, interactive,

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>multimedia, commercial tie-ups and merchandising rights of every kind and nature, including, without limitation, all novelisation, publishing, merchandising rights and commercial tie-ups arising out of or connected with or inspired by the Film, the Literary Property or any part thereof, the title of the Film or the characters appearing in the Film or the Literary Property and/or the names or characteristics of said characters, and including further, without limitation, any and all commercial exploitation in connection with or related to all Film and the prequels, remakes of or sequels to the Film,</p> <p>(vii) all rights and benefits of every kind or nature, at the date of the Deed and thereafter, in and to the Relevant Agreements (including for the avoidance of doubt the benefit of the Chain of Title Documents, the Intermediate Licensor Agreements, the Distribution Agreements and all the Chargor's properties, rights and entitlements thereunder) and all other agreements relating to the development, production, completion, delivery, exploitation of the Film and all other agreements to which the Chargor is a signatory in connection with the Film, all agreements for personal services, including the services of writers, directors, producers, members of the cast, special effects personnel, personnel, animators, cameramen, and other creative, artistic and technical staff and agreements for the use of studio space, equipment, facilities, locations, animation services, special effects services and laboratory contracts,</p> <p>(viii) all insurance and insurance policies theretofore or thereafter placed upon the Film or the insurable properties thereof and/or any Person or Persons engaged in the development, production, completion, delivery or exploitation of the Film, and the proceeds thereof;</p> <p>(ix) all contract rights and general intangibles which may arise in connection with the creation, production, completion, delivery, financing, ownership, possession or exploitation of the Film including without limitation those contract rights and general intangibles which grant to any person any right to acquire, produce, develop, reacquire, finance, release, sell, distribute, sub-distribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicise, or otherwise exploit the Film or any rights in the Film including, without limitation, all such rights pursuant to agreements between the Chargor and any subsidiary which relate to the ownership, production</p>

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

or financing of the Film and all right, title and interest in and to any agreements that the Chargor has entered into or may thereafter enter into in connection with the Film, all accounts, accounts receivable and contract rights arising thereunder and all proceeds thereof;

(x) all agreements licensing, granting or selling rights to distribute, broadcast, exhibit or otherwise exploit the Film or any rights therein, including, without limitation, any and all rights relating to merchandising, licensing, publishing, music and phonorecords derived from or connected with the Film the proceeds of all of said agreements,

(x1) all Intellectual Property Rights that are not already assigned pursuant to sub-paragraphs (1) to (x) above, and

(x11) all income, proceeds, products, additions and accessions derived from all of the foregoing,

#### (b) Film Assets

With full title guarantee, by way of first fixed charge all of the Chargor's right, title and interest (both at the date of the Deed and thereafter, vested and contingent, statutory and otherwise), in and to the following.

(1) all physical properties of every kind or nature relating to the Film and all versions thereof including, without limitation, all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Film, and all versions thereof or any part thereof, including without limitation the Literary Property and all elements referred to in paragraph 1(b)(11) below, and any and all rights of access to removal and transfer of and duplication and reproduction thereof;

(11) all physical elements of the Film including exposed film, developed film, positives, negatives, prints, answer prints, special effects, pre-print materials (including interpositives, negatives, duplicate negatives, internegatives, colour reversals, intermediates, lavenders, fine grain master prints and matrices, and all other forms of pre-print elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether known at the date of the Deed or thereafter devised), soundtracks, recordings, audio and video tapes and discs

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**Particulars of a mortgage or charge**

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>of all types and gauges, cut-outs, trims, non-analogue recordings and tapes including any digital recordings and HDTV format recordings, and any and all other physical properties of every kind and nature relating to the Film in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof;</p> <p>(iii) all machinery, electrical and electronic components, equipment, fixtures, furniture, office machinery, vehicles, trailers, implements and other tangible personal property of every kind and description owned at the date of the Deed or thereafter acquired by the Chargor in respect of the Film or the Literary Property (including, without limitation, all wardrobe, props, microphones, scenery, sound, stages, movable, permanent or vehicular dressing rooms, sets, lighting equipment, cameras and other photographic, sound recording and editing equipment, projectors, film developing equipment and machinery) and all goods of like kind or type thereafter acquired by the Chargor in substitution or replacement thereof and all additions and accessions thereto wherever any of the foregoing is located and all rents, proceeds and products thereof,</p> <p>(iv) all cash and cash equivalents of the Chargor and all drafts, cheques, certificates of deposit, notes, negotiable instruments, bills of exchange and other writings which evidence a right to the payment of money and are not themselves security agreements or leases and are of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment whether owned at the date of the Deed or thereafter acquired;</p> <p>(v) all rent, revenues, income, compensation, products, increases, proceeds and profits or other property obtained or to be obtained from the production, sale, distribution, sub-distribution, syndication, lease, sublease, marketing, licensing, sublicensing, exhibition, broadcast, transmission, reproduction, publication, ownership, exploitation or other uses or disposition of the Film and/or the Literary Property (or any rights therein or part thereof), in any and all media, without limitation, the properties thereof and of any collateral, allied, ancillary and subsidiary rights and any and all merchandising and publishing rights therein and thereto, and amounts recovered as damages by reason of unfair competition, the infringement of copyright, breach of any contract or infringement of any</p>



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>rights, or derived therefrom in any manner whatsoever,</p> <p>(vi) all accounts, accounts receivable, contract rights, all book debts, all general intangibles relating to the Film or the Literary Property including, without limitation, all accounts receivable, all instruments and intangibles constituting rights to receive the payment of money, or other valuable consideration including, without limitation, under contracts or agreements entered into at the date of the Deed or thereafter (whether or not earned by performance), from the sale, distribution, exhibition, disposition, leasing, subleasing, licensing, sublicensing and other exploitation of the Film or Literary Property or any part thereof or any rights therein in any medium, whether known at the date of the Deed or thereafter developed, by any means, method, process or device in any market and all rights to receive film rentals, license fees, distribution fees, producer's shares, royalties and other amounts of every description including, without limitation, from (a) theatrical exhibitors, non-theatrical exhibitors, television networks and stations and airlines, cable television systems, pay television operators, whether on a subscription, per program charge basis or otherwise, and other exhibitors, (b) distributors, sub-distributors, lessees, sub lessees, licensees, sub licensees (including any subsidiary), (c) advertisers, and (d) any other person or entity that distributes, exhibits or exploits the Film or Literary Property or elements or components of the Film or rights relating thereto,</p> <p>(vii) any and all sums paid or payable to the Chargor at the date of the Deed due or which thereafter may become due to the Chargor by any state, federal, provincial, or other governmental body or authority directly or indirectly as a tax credit, tax refund, tax subsidy, production credit or similar government benefit, or by any tax shelter, any co-production structure, or any similar transaction, and any and all allied, ancillary and subsidiary rights therein,</p> <p>(viii) any and all tangibles, equipment, chattel paper, inventory, documents of title, instruments, leases and goods, not elsewhere included in this security which may arise in connection with the creation, production, completion, delivery, financing, ownership, possession or exploitation of the Film,</p> <p>(ix) the following personal property, whether owned at the date of the Deed or thereafter acquired in respect of</p>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

the Film including (1) all of the rights of the Chargor in and to the title of the Film and all of the Chargor's rights to the exclusive use thereof including (without limitation) all rights protected pursuant to trade marks, service mark, unfair competition and/or other laws, rules or principles of law or equity, and (11) all inventions, processes, formulae, licenses, patent applications, patents, patent rights, trade mark applications, trade marks, trade mark rights, service marks, service corporate and company names, trade name rights, logos, indicia, corporate and company names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether at the date of the Deed owned or thereafter acquired, and the accompanying good will and other like business property rights, and the right (but not the obligation) to register a trade mark or patent and to renew and extend such trade marks or patents and the right (but not the obligation) to sue in the name of the Chargor or in the name of the Lender for infringement of trade marks or patent in the past, at the date of the Deed or thereafter;

(x) each Bank Account (including all moneys standing to the credit of each Bank Account, all interest accrued on each Bank Account or any investment made out of any such moneys and all debts represented by the foregoing),

(x1) (insofar as not effectively assigned pursuant to paragraph 1(a)) those items referred to in paragraph 1 (a), and

(x11) all income, proceeds, products, additions and accessions (including insurance proceeds) derived from all of the foregoing;

#### (c) Land

By way of first fixed charge any interest which the Chargor has at the date of the Deed or may subsequently acquire in any Land and agrees that it shall upon acquiring any interest in Land promptly notify the Lender thereof and execute in favour of the Lender a mortgage in respect of such Land;

#### (d) Plant and Machinery

By way of first fixed charge all of the Chargor's Plant and Machinery (both at the date of the Deed and thereafter), in so far as it is not charged by way of legal mortgage under paragraph 1(c) above;

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(e) **Investments**

By way of first fixed charge all of the Chargor's Investments (both at the date of the Deed and thereafter) including those held for it by any nominee;

(f) **Book Debts**

By way of first fixed charge:

(1) all Book Debts (both at the date of the Deed and thereafter); and

(11) all benefits, rights and security (both at the date of the Deed and thereafter) held in respect of, or to secure the payment of, the Book Debts,

(g) **Goodwill**

By way of first fixed charge the Chargor's goodwill;

(h) **Authorisations**

By way of first fixed charge the benefit (both at the date of the Deed and thereafter) of all the Chargor's Authorisations held in relation to any part of the Mortgaged Property;

(1) **Insurances**

Subject to the terms of the Interparty Agreement, by way of assignment absolutely all of the Chargor's rights and interests (both at the date of the Deed and thereafter) under all contracts and policies of insurance,

(j) **Contractual Rights**

By way of assignment absolutely all of the Chargor's rights (both at the date of the Deed and thereafter) under any agreement to which it is a party and which are not mortgaged, charged by way of fixed charge or assigned under any of paragraphs (a) to (1) above; and

(k) **Floating Charge**

With full title guarantee by way of first floating charge all the undertaking, property and assets of the Chargor whatsoever and wheresoever situated, both at the date of the Deed and thereafter, during the continuance of this Security belonging to the Chargor, including the assets described in paragraphs (a) to (j) (inclusive) above, to the extent not effectively assigned and not effectively charged pursuant to paragraphs

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(a) to (j) above

#### 2. Notes

- (a) Pursuant to Clause 3.1(k) of the Deed the Chargor agreed not to part with, sell or dispose of the whole or part of the assets charged and assigned pursuant to the Deed, except as expressly envisaged in the Relevant Agreements.
- (b) Pursuant to clause 6.2(a) of the Deed the Chargor undertook with the Lender that until indefeasible payment and discharge of the Secured Obligations and for so long as the Commitment is outstanding the Chargor shall not, without the prior written consent of the Lender save as permitted under the Interparty Agreement, create or permit to exist any Encumbrance over all or any part of its assets other than for the Security
- (c) Pursuant to clause 6.2(b) of the Deed the Chargor undertook with the Lender that until indefeasible payment and discharge of the Secured Obligations and for so long as the Commitment is outstanding the Chargor shall not, without the prior written consent of the Lender sell, transfer, dispose of or part with possession or control of or attempt to sell, transfer or dispose of the Mortgaged Property or any part of it or any interest in it other than in the course of its business and on arm's length terms.

#### 3. Definitions

In this MG01 words and expressions shall, unless the context otherwise requires, have the meanings set against them below.

**Authorisations:** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

**Bank Accounts:** means the Production Accounts together with any other bank account held in the name of the Chargor or to which the Chargor is beneficially entitled including without limitation any bank account to which any moneys relating to the Film may be credited;

**Book Debts:** means

- (a) all the Chargor's book debts, and
- (b) all other debts and moneys payable to or receivable by the Chargor;

**Budget** means the final budget for the Film approved by the Lender;

**Cash Flow Schedule** means the cash flow schedule for the Film approved by the Lender,

**Chain of Title Documents** means the documents listed in Schedule 2 of this MG01;

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Chargor Security Documents:</b> means the Deed together with any other guarantees, security agreements, notices or other agreements in connection with the Film in favour of the Lender to which the Chargor is or will be a party;</p> <p><b>Collection Agreement</b> means the collection agreement dated on or about the date of the Deed, between, amongst others, the Chargor, the German Co-Producer and Fintage in connection with the Film,</p> <p><b>Commitment</b> means at any time, the liability of the Lender to make finance available under the Loan Agreement, to the extent that it is not cancelled under the Loan Agreement and less the Loan Amount;</p> <p><b>Completion Agreement</b> means the completion agreement dated on or about the date of the Deed, between the Completion Guarantor, the German Co-Producer and the Chargor together with any security documents respectively executed by the Chargor or the German Co-Producer in favour of the Completion Guarantor in connection with the Completion Agreement, pursuant to which each agrees to produce the Film;</p> <p><b>Completion Guarantor</b> means Film Finances, Inc or such other completion guarantor as may be approved by the Lender,</p> <p><b>Completion Guarantee</b> means the completion guarantee dated on or about the date of the Deed, between, amongst others, the Lender and the Completion Guarantor in connection with the Film,</p> <p><b>Co-Producers</b> means the Chargor and the German Co-Producer,</p> <p><b>Co-Production Agreement</b> means the co-production agreement dated on or about the date of the Deed between the Chargor and the German Co-Producer in connection with the Film,</p> <p><b>Demarest:</b> means Demarest Films LLC,</p> <p><b>Demarest Security Documents</b> means the English and German law security agreements entered into on or about the date of the Deed between: (i) Demarest, the Chargor, the German Co-Producer, Senator and German PSC; and (ii) Demarest and the Chargor, together with any other guarantees, security agreements, notices or other agreements in connection with the Film in favour of Demarest to which the German Co-Producer, the Chargor and/or the German PSC is or will be a party;</p> <p><b>Distribution Agreements</b> means all distribution agreements, licences and other agreements in respect of the exploitation of the Film entered into from time to time by either of the Co-Producers, the Sales Agent or an Intermediate Licensor with third party Distributors including, but not limited to, those set out in Schedule 1 of the MG01 and any replacement for any of the foregoing (and <b>Distribution Agreement</b> shall mean any one of them);</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p><b>Distributor:</b> means those parties listed as distributors in Schedule 1 of the MG01 together with any other distributor under the Distribution Agreements in respect of the exploitation of the Film,</p> <p><b>Encumbrance:</b> means any mortgage, charge, security, 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, assignation, title retention, option, right of set off, retention, deduction, balancing of accounts or claim of compensation, 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;</p> <p><b>Equity Financiers:</b> means collectively Film4 and Demarest;</p> <p><b>Equity Financier Security Documents.</b> means collectively the Film4 Security Documents and the Demarest Security Documents;</p> <p><b>Film:</b> means the colour, full length, motion picture, cinematographic film and photoplay, presently entitled "A Most Wanted Man", including the sound records thereof, as well as trailers and clips thereof, directed by Anton Corbijn;</p> <p><b>Film4.</b> means Film4, a division of Channel 4 Television Corporation,</p> <p><b>Film4 Security Documents:</b> means the English and German law security agreements entered into on or about the date of the Deed between: (i) Film4, the Chargor, the German Co-Producer, Senator and the German PSC; and (ii) Film4 and the Chargor, together with any other guarantees, security agreements, notices or other agreements in connection with the Film in favour of Film4 to which the German Co-Producer, the German PSC and/or the Chargor is or will be a party;</p> <p><b>Fintage.</b> means Fintage Collection Account Management B V ,</p> <p><b>German Co-Producer:</b> means Amusement Park Films GmbH;</p> <p><b>German Loan Agreement:</b> means the loan agreement dated on or about the date of the Deed between the Lender and the German Co-Producer in connection with the Film pursuant to which the Lender has agreed to make available a loan to the German Co-Producer;</p> <p><b>German PSC:</b> means A Most Wanted Man UG,</p> <p><b>German Security Documents</b> means the German law security agreements entered into on or about the date of the Deed between the Lender, the German PSC, the Chargor, Senator and the German Co-Producer, together with any other guarantees, security agreements, notices or other agreements in connection with the Film in favour of the Lender to which the German Co-</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Producer and/or the German PSC is or will be a party,

**Intellectual Property Rights.** means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraph (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not;

**Intermediate Licensor Agreements:** means the agreements in respect of the exploitation of the Film entered into by the Co-Producers and the Sales Agent with the Intermediate Licensors as more particular referred to in Schedule 1 of the MG01;

**Intermediate Licensors.** means collectively Freeway Entertainment Kft, Film & TV House Limited and Jeewa B.V (and **Intermediate Licensor** means any one of them);

**Interparty Agreement** means the interparty agreement dated on or about the date of the Deed between, amongst others, the Lender, Film4, Demarest, the Sales Agent and the Co-Producers in connection with the Film,

**Investments:** means:

- (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments, and
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them,

**Laboratory** means ARRI Film & TV Services Berlin GmbH or as otherwise approved by the Lender;

**Laboratory Agreement:** means the laboratory agreement dated on or about the date of the Deed between, amongst others, the Lender, the Completion Guarantor, the Equity Investors, the Co-Producers and the Laboratory in

# MG01 - continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

connection with the Film in a form approved by the Lender and the Completion Guarantor;

**Land.** shall be as defined in section 205(1) of the LPA, and includes all fixtures and fittings on it,

**Literary Property.** means the Screenplay and any literary, musical, dramatic or other literary material upon which the Film may be based in whole or in part, or from which the Film is or may be adapted or inspired or which may be or has been used or included in the Film,

**Loan Amount:** means the aggregate principal amount from time to time borrowed or outstanding under the Loan Agreement (including without limitation, any interest capitalised, fees and expenses and all other indebtedness of the Chargor to the Lender thereunder);

**Loan Documents.** means all or any of the Loan Agreement, the German Loan Agreement, the Offer Letter, the Security Documents and any other document designated as such at any time by the Lender;

**Loan Agreement:** means the Convention de Credit No 1206 543 dated on or about the date of the Deed between the Chargor and the Lender in connection with the Film pursuant to which the Lender has agreed to make available by way of loan the Commitment to the Chargor,

**LPA** means the Law of Property Act 1925 as well as any equivalent legislation in any jurisdiction where Land is situated;

**Mortgaged Property.** means the property, assets and interests (whether at the date of the Deed or thereafter) assigned and/or charged under the Deed or to be assigned and/or charged or each or any of them in favour of the Lender and all other property and assets which are at any time required to be assigned or charged in favour of the Lender under the Deed,

**Notice of Assignment** means a notice described in Clause 3 2 of the Deed (and **Notices of Assignment** shall be construed accordingly);

**Notice of Charge of Bank Accounts:** means the notice of charge of bank accounts set out in Schedule 1 of the Deed or such other form as the Lender may approve at any time,

**Offer Letter:** means the offer letter dated 28 June 2012 from the Lender to the Chargor and the German Co-Producer in connection with the Loan Agreement and the German Loan Agreement,

**Person** means any natural person, corporation (including a business trust), firm, company, partnership, limited liability company, joint venture, association, trust, other business entity, body corporate, unincorporated body of persons or unincorporated organisation or any other judicial entity, or a nation, state, government entity or any agency or political subdivision thereof and shall be construed to include that



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>person's assigns, transferees or successors in title;</p> <p><b>Plant and Machinery</b> means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment,</p> <p><b>Potboiler.</b> means Potboiler Productions Limited,</p> <p><b>Power of Attorney</b> means the power of attorney dated on or about the date of the Deed pursuant to which the Chargor has appointed the Lender as its attorney in connection with the Film;</p> <p><b>Production Accounts</b> means the following accounts, in the name of the Chargor, maintained at Coutts &amp; Co</p> <p>(a)    Currency:    USD                 Account No    06168817                 IBAN:            GB59 COUT 1800 9106 1688 17                 SWIFT:          COUTGB22;</p> <p>(b)    Currency:    GBP                 Account No.    07168721                 Sort Code.    18-00-02                 IBAN            GB43 COUT 1800 0207 1687 21                 SWIFT          COUTGB22</p> <p>(c)    Currency.    Euro                 Account No    00168734                 Sort Code:    18-00-91                 IBAN            GB78 COUT 1800 9100 1687 34                 SWIFT          COUTGB22</p> <p>or such other bank account or address as the Lender may designate in writing,</p> <p><b>Production Schedule</b> means the production schedule for the Film, as may be amended from time to time with the approval of the Completion Guarantor and the Lender;</p> <p><b>Production Services Agreement:</b> means the production services agreement dated on or about the date of the Deed between the German Co-Producer and the German PSC in connection with the Film;</p> <p><b>Relevant Agreements:</b> means the Completion Guarantee, the Completion Agreement, the Chain of Title Documents, the Distribution Agreements, the Collection Agreement, the Loan Documents, the Interparty Agreement, the Sales Agency Agreement, the Intermediate Licensor Agreements, the Co-Production Agreement, the Production Services Agreement, the Senator Agreement and all other agreements and documents entered into in connection with the Film and the production and exploitation thereof,</p> <p><b>Relevant Person</b> means the Chargor, the German Co-Producer, the German</p>	

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

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Short particulars

PSC, the Sales Agent and any other person who is party to the Relevant Agreements other than the Lender,

**Sales Agency Agreement:** means the sales agency agreement dated on or about the date of the Deed between the Chargor and the Sales Agent in connection with the Film,

**Sales Agent** means FilmNation International, LLC,

**Screenplay.** means the screenplay dated 25 July 2012 entitled "A Most Wanted Man" and written by Andrew Bovell and based on the novel entitled "A Most Wanted Man" written by John Le Carré (as may be amended),

**Security** means the security constituted by the Deed,

**Security Documents** means all or any of the Chargor Security Documents, the German Security Documents, the Equity Financier Security Documents, the Laboratory Agreement, the Notice of Charge of Bank Accounts, the Notices of Assignment, the Power of Attorney and any other instrument which may have been or is at any time after the date of the Deed executed to guarantee or secure the payment and discharge of the Secured Obligations;

**Senator:** means Senator Film Produktion GmbH; and

**Senator Agreement** means the co-production agreement dated on or about the date of the Deed between the German Co-Producer and Senator in connection with the Film.

### Schedule 1

#### Intermediate Licensor Agreements and Distribution Agreements

	Agreement	Parties	Territory/ies	Date
<b>Intermediate Licensor Agreements</b>				
1	Licence Agreement	(1) Sales Agent (2) A Most Wanted Man Limited (3) Jeewa B V	Singapore	4 February 2012
2	Licence Agreement	(1) Sales Agent (2) A Most Wanted Man Limited (3) Freeway Entertainment Kft	Israel	2 February 2012
3	Licence Agreement	(1) Sales Agent (2) A Most Wanted Man Limited (3) Film & TV House Limited	Portugal, Angola, Mozambique, Cape Verde, Guinea Bissau, Sao Tome and Principe	28 June 2012
<b>Distribution Agreements</b>				

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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Short particulars

4	Distribution Deal Memo	(1) Alliance Films (UK) Limited (trading as Momentum Pictures) (2) A Most Wanted Man Limited (acting through the Sales Agent)	UK (United Kingdom of Great Britain and Northern Ireland, Malta, Gibraltar, the Channel Islands, the Isle of Man, the Republic of Ireland and their territorial possessions) and Spanish (Spain and Spanish speaking Andorra and their territorial possessions)	On or about the date of the Deed
5	International Distribution License Agreement	(1) Film and TV House Limited (2) Seven Group SA	Greece and Cyprus	20 May 2012
6	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) Aqua Group Inc / Pinema	Turkey and Turkish speaking Cyprus	17 February 2012
7	International Distribution License Agreement	(1) Jeewa B V (2) Cathay-Keris Films PTE Ltd	Singapore	18 February 2012
8	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) Elite Film AG	Switzerland	5 March 2012
9	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) Forum Film Czech Republic S R O	Czech Republic, Hungary, Poland, Romania, Bulgaria, Albania, Slovakia and Former Yugoslavia (Bosnia-Herzegovina, Croatia, Macedonia, Serbia and Montenegro, Slovenia and Kosovo)	15 February 2012
10	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) H G C Entertainment	China	17 February 2012

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

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Short particulars

11	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) Italia Film International	Middle East (Lebanon, Syria, Iraq, Egypt, Jordan, Sudan, Libya, Kuwait, Bahrain, Qatar, United Arab Emirates, Oman, Palestine Authority, Saudi Arabia, Yemen, Ethiopia, Iran, Algeria, Chad, Djibouti, Mauritania, Morocco, Somalia and Tunisia)	13 February 2012
12	International Distribution License Agreement	(1) Freeway Entertainment Kft (2) LEV Cinemas Ltd	Israel	17 February 2012
13	International Distribution License Agreement	(1) Film & TV House Limited (2) ZON Lusomundo Audiovisuais S A	Portugal, Angola, Mozambique, Cape Verde, Guinea Bissau, Sao Tome and Principe	21 March 2012
14	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) Soundspace International Ltd	India, Nepal, Pakistan, Bangladesh, Maldives, Sri Lanka and Bhutan	12 March 2012
15	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) PT Amero Mitra Film	Indonesia	15 February 2012
16	Licence Agreement	(1) Sales Agent (2) Roadshow Films PTY Ltd	Australia (Australia, Papua New Guinea and mandated territories) and New Zealand (New Zealand, the Cook Islands, Fijian Islands, Samoan Islands (excluding American Samoa), Tongan Islands, Raratonga, Norfolk Island, Kiribati, Tuvalu and Takelau Islands)	16 February 2012
17	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) SAM Films	Iceland	14 February 2012

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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Short particulars

18	Licence Agreement	(1) Amusement Park Films GmbH (2) Senator Verleih GmbH (3) Senator Film Produktion GmbH	German speaking territories	27 April 2012
19	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) Studio Solution Group	Taiwan	29 February 2012
20	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) Ster-Kinekor Entertainment, a division of Primedia (PTY) Ltd	Republic of South Africa, Botswana, Gambia, Ghana, Kenya, Lesotho, Liberia, Malawi, Namibia, Nigeria, Uganda, Sierra Leone, Swaziland, Tanzania, Zambia, Zimbabwe, Algeria, Angola, Benin, Burkina Fasso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Democratic Republic of Congo, Congo, Comores, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Guinea, Guinea Bissau, Ivory Coast, Libya, Madagascar, Malabo, Mali, Mauritania, Mauritius, Mayotte, Morocco, Mozambique, Niger, Principe, Reunion, Rwanda, Soa Tome, Senegal, Seychelles, Somali, St. Helena, Sudan, Togo, Tunisia, Western Sahara and Zanzibar	18 February 2012

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## Particulars of a mortgage or charge

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Short particulars

21	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) Sun Distribution Group S.A	Mexico, Central America (i.e. Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua and Panama), Cuba, Dominican Republic, Trinidad, Tobago, South America (i.e. Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador (including Galapagos Islands), Paraguay, Peru, Uruguay and Venezuela), Anguilla, Antigua, Aruba, Barbuda, Cayman Islands, Dominica Grenada, The Grenadines, Guyana, Haiti, Jamaica, Leeward Island, Netherland Antilles, Curacao, Bonaire, Saint Maarten, Sint Eustatius, Saba, St Kitts-Nevis, St Lucia, St Vincent, Tortola, Virgin Gorda and the Windward Islands	18 February 2012
22	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) AB Svensk Filmindustri	Scandinavia (Denmark, Finland, Norway and Sweden)	17 February 2012
23	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) Tomson International Entertainment Distribution Ltd	Hong Kong	16 February 2012

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## Particulars of a mortgage or charge

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Short particulars

24	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) Mars Films	France, French- speaking Monaco, French-speaking Andorra, French- speaking Corsica, Haiti, Loyaute and Societe Islands, Marie-Galante, Sainte-Desirade, St Bart, Tahiti, Toubouhai, Marquises, French D O M Territories (Guadeloupe, Martinique, La Reunion, St Pierre, Miquelon, French Guyana), French T O M Territories (French Polynesia, Wallis, Futuna Sialnds, Mayotte), French speaking Switzerland, Afars Issas, Algeria, Benin (aka Dahomey), Burkina Faso, Cameroon, Central African Republic, Chad, Comores Island, Congo Brazzaville, Gabon, Guinea, Ivory Coast, Madagascar, Mauritius, Mauritania, Morocco, Niger, Senegal, Togo, Tunisia, Angola, Botswana, Burundi, Cape Verde, Djibouti, Eritrea, Ethiopia, Ghana, Gambia, Guinea Bissau, Kenya, Liberia, Malawi, Mali, Mozambique, Namibia, Nigeria, Rwanda, Republic of Congo, Sao Tome, Seychelles, Sierra Leone, Somalia, Soudan, Swaziland, Tanzania, Uganda, Zambia and Zimbabwe	5 June 2012
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## Particulars of a mortgage or charge

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Short particulars

25	Motion Picture Distribution Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) Entertainment One Films Canada Inc	Canada and its territories and possessions, The Netherlands, Belgium, Luxembourg, Aruba, Curacao, Bonaire, Saba, St Maarten, St Eustatius, Saba, Surinam, Burundi, Zaire and Rwanda	18 June 2012
26	International Distribution License Agreement	(1) A Most Wanted Man Limited (acting through the Sales Agent) (2) Soundspace International Ltd	India, Nepal, Pakistan, Bangladesh, Maldives, Sri Lanka & Bhutan	12 March 2012
27	Deed of Novation, Assignment and Assumption Agreement	(1) Film & TV House Limited (2) Zon Lusomundo Audiovisuais S.A (3) Lender (4) A Most Wanted Man Limited (5) Sales Agent (6) Completion Guarantor	Portugal, Angola, Mozambique, Cape Verde, Guinea Bissau, Sao Tome and Principe	31 July 2012
28	Deed of Novation, Assignment and Assumption Agreement	(1) Film & TV House Limited (2) Seven Group S.A (3) Lender (4) A Most Wanted Man Limited (5) Sales Agent (6) Completion Guarantor	Greece and Cyprus	31 July 2012

### Schedule 2

#### Chain of Title Documents

Writer's Agreement in connection with the Film dated 27 March 2009 between Potboiler and Ronan Bennett,

Option Agreement dated 1 June 2010 in connection with the Literary Property between David Cornwell (aka John Le Carré) and Old Leaf Productions Limited;

Development / Co-Production Agreement in connection with the Film dated 23 March 2010 between White Hare Productions Ltd (now known as The Ink Factory Limited) and Potboiler;

Novation Agreement in connection with the Literary Property between David Cornwell (aka John Le Carré), Old Leaf Productions Limited and The Ink Factory Limited,

Screenplay Agreement in connection with the Film dated 23 March 2011 between Potboiler, Blue Raincoat Productions Pty Ltd and Andrew



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## Particulars of a mortgage or charge

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Short particulars

Bovell;

Film Assignment Agreement in connection with the Film dated 25 July 2012 between Potboiler, the Chargor, Film4 and The Ink Factory Limited,

Development/Directing Agreement in connection with the Film dated on or about the date of the Deed between Anton Corbijn Ltd, Anton Corbijn and the Chargor;

Consent Letter from David Cornwell (aka John Le Carré) to The Ink Factory Limited dated 25 July 2012 in relation to the assignment of the rights granted under the Option Agreement, and

Film4 Development Agreement in connection with the Film dated 11 August 2011 between Film4, Potboiler and The Ink Factory Limited



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 8028732  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT AND  
CHARGE DATED 16 AUGUST 2012 AND CREATED BY A MOST  
WANTED MAN LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM ANY RELEVANT PERSON TO  
COMPAGNIE POUR LE FINANCEMENT DES LOISIRS S.A. ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENTS CREATING OR  
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 29  
AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 SEPTEMBER  
2012

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES