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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

516

04284212

Name of company

* Scion Productions (UK) Limited ("Chargor")

Date of creation of the charge

27 February 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Security Assignment and Charge in respect of "Death Race" ("Charge")

Amount secured by the mortgage or charge

The full and timely payment, performance and discharge of all obligations and liabilities owing under the Sub-Distribution Agreement and all other monies, obligations and liabilities at the date of the Charge or at any time in the future due or owing to the Chargee from the Chargor pursuant to the Relevant Agreements to which it is party when the same become due for payment, performance or discharge, whether by acceleration or otherwise, and whether such monies obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety or in any other manner whatsoever and all other amounts payable under the Security Documents ("Secured Obligations").

Names and addresses of the mortgagees or persons entitled to the charge

Marital Assets LLC of Universal Studios, 100 Universal City Plaza, Universal City, California

Postcode 91608 USA

Presenter's name address and
reference (if any)

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

Chris Hanson/Death Race

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



LD3 04/03/2008 98
COMPANIES HOUSE

PLEASE SEE ADDENDUM 4/4 ATTACHED

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in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

NIL

Signed

DCLA Piper UK LLP

Date

4/03/08

On behalf of ~~XXXXXXXXXXXX~~ [chargee] † Marital Assets LLC

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

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Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

1. Assignment and charge

1 1 By way of security for the performance and discharge of the Secured Obligations as and when due and subject to the proviso for re-assignment in Clause 4 of the Charge, the Chargor

1 1 1 assigned to the Chargee with limited title guarantee (where relevant by way of present assignment of future copyright) save for the Reserved Property all its right, title and interest (to the extent it has any) (both present and future, vested and contingent, statutory and otherwise) in the following in connection with the Film

1 1 1 1 the benefit of and all rights acquired or to be acquired by the Chargor in connection with the screenplay for the Film and all underlying rights upon which the screenplay is based,

1 1 1 2 the entire copyright throughout the Universe in the screenplay for the Film, and all copies of the screenplay and all sketches and designs thereof and all those rights of the Chargor in relation to any literary or dramatic work on which the screenplay is based,

1 1 1 3 the entire copyright throughout the universe in the Film,

1 1 1 4 the music and musical compositions of the Film including the lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same,

1 1 1 5 all rights to distribute, lease, license, sell, exhibit, broadcast or otherwise deal with the Film, the underlying material and ancillary rights in the Film by all methods and means and in all media throughout the Universe and all proceeds deriving therefrom,

1 1 1 6 all ancillary, publishing, spin-off and merchandising rights of every kind and nature in the Film, including but not limited to novelisation and publishing rights and commercial tie-up and sponsorships and all proceeds deriving therefrom,

1 1 1 7 the benefit of all Relevant Agreements to which it is a party including for the avoidance of doubt the benefit of the Sub-Distribution Agreement, and the Residual Rights Acquisition Agreement and all

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rights, properties and entitlements of the Chargor thereunder,

- 1 1 1 8 the benefit of and the proceeds of all present and future policies of insurance in respect of the Film,
- 1 1 1 9 all moneys to be earned by or payable to or for the benefit of or at the direction of the Chargor from exploitation of any literary or dramatic work written, music composed and artistic work created for or used in the Film,
- 1 1 1 10 all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor relating to the Film,
- 1 1 1 11 the benefit of and all other rights and tangible and intangible properties created or acquired by or to be created or acquired by the Chargor relating to the Film,
- 1 1 1 12 the revenues from book debts relating to the Film owed to the Chargor,
- 1 1 1 13 all income and proceeds of, any or all of the above including, without limitation, any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Film or any part of the Film, including, without limitation, all proceeds, profits and products, whether in money or otherwise, from sale, rental or licensing of the Film and/or any of the elements of the Film, including, without limitation, from rights in underlying material or ancillary, collateral, allied, subsidiary and merchandising rights including without limitation the benefit of all revenues accruing to the Chargor or to the Chargor's order or on the Chargor's benefit in respect of the exhibition, distribution and exploitation of the Film,

for the Chargee to hold the same throughout the universe, for the full period of copyright (or other rights) in the same wherever subsisting or acquired, and all renewals and extensions thereof, and thereafter (insofar as may be or become possible) in perpetuity

- 1 1 2 with limited title guarantee charged in favour of the Chargee, by way of first fixed charge save for the Reserved Property all of its right, title and interest (to the extent it has any) (both present and future, vested and contingent, statutory and otherwise), in
 - 1 1 2 1 all pre-print elements of the Film capable of producing prints or additional pre-print elements including master negatives, negatives, duplicate negatives, colour reversal inter-mediate, colour separations, matrices, inter-positives and inter-negatives,
 - 1 1 2 2 all positive prints, films, video tapes, disks, cut-outs and trims and all other physical properties of or relating to the Film whether at the date of the Charge or thereafter in existence and wherever located,
 - 1 1 2 3 all soundtrack elements relating to the Film including master magnetic tracks, or other optical soundtrack recordings and music cue sheets and all other sound recordings made in the course of the production of the Film, or pursuant to any right acquired or to be acquired in connection with said production or arising therefrom,
 - 1 1 2 4 all material in tangible or intangible form, incorporating or reproducing the Film, any music and/or sound recordings or other works produced in connection with the Film, or any part or element thereof,
 - 1 1 2 5 all rights and properties (including, without limitation, physical properties) created or acquired or to be created or acquired by the Chargor in connection with the Film,
 - 1 1 2 6 the Accounts and all monies standing to the credit thereof and all moneys from time to time standing to the credit of any account at any bank or financial institution which any moneys payable to the Chargor or the Chargee are or will be paid in respect of the exploitation of the Film and the Chargor agreed to hold all such moneys on trust and consented to the Chargee giving notice of the Chargee's interest in the said accounts to the banks at which they are or may be held,
 - 1 1 2 7 (insofar as not effectively assigned pursuant to paragraph 1 1 1 above) those items referred to in

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paragraph 1 1 1 above,

1 1 2 8 the revenues from book debts owed to the Chargor in respect of, and all income and proceeds of any and all of the above,

for the Chargee to hold the same throughout the universe, for the full period of copyright (or other rights) in the same wherever subsisting or acquired, and all renewals and extensions thereof, and thereafter (insofar as may be or become possible) in perpetuity

1 1 3 With limited title guarantee charged by way of floating charge save for the Reserved Property, all those assets and property described in paragraphs 1 1 1 and 1 1 2 above, which are, for any reasons not validly charged or assigned pursuant thereto and the Chargor agreed not to part with, sell or dispose of the whole or part of said assets (except at arm's length terms in the ordinary course of its business and for the purposes of carrying on the same and without prejudice to the above mentioned first fixed charge and other than to the Chargee)

1 2 In the event that the Chargor shall at any time acquire any rights, properties or assets which do not relate to the Film, it shall promptly notify the Chargee thereof, and shall, if requested by the Chargee, assign and charge such rights, properties and assets to the Chargee by way of further security for the performance and discharge of the Secured Obligations

1 3 The Chargor undertook to hold upon trust for the Chargee absolutely the entire interest and benefit of the Chargor in and to all that Mortgaged Property or any part thereof which cannot be charged or assigned by the Chargor together with, without limitation, all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Mortgaged Property

1 4 The Security is a continuing security and shall remain in force notwithstanding any intermediate payment or settlement of account or other matter whatsoever and is in addition to and shall not merge into or otherwise prejudice or affect any guarantee, encumbrance or other right or remedy at the date of the Charge or thereafter held by or available to the Chargee and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Chargee at the date of the Charge or thereafter dealing with exchanging releasing modifying or abstaining from perfecting or enforcing any of the same or any right which the Chargee may at the date of the Charge or thereafter have or giving time for payment or indulgence or compounding with any other person

1 5 The Chargor shall not without the prior written consent of the Chargee create or permit to arise or to subsist any Encumbrance upon the whole or any part of the Mortgaged Property other than the Security Documents and without prejudice to the foregoing any mortgage, charge, lien, pledge or other encumbrance thereafter created by the Chargor (otherwise than in favour of the Chargee) upon the Mortgaged Property shall be and be expressed to be subject to and rank behind the Security

1 6 Unless otherwise expressly agreed in writing by the Chargee, the mortgages, charges and security thereby created shall rank as first legal mortgages, first charges and first security

2. Negative undertakings

The Chargor undertook with the Chargee that until the unconditional payment, performance and discharge in full of the Secured Obligations the Chargor shall not, without the prior written consent of the Chargee create or permit to exist any Encumbrance over all or any part of the Mortgaged Property other than for the Security Documents or as otherwise agreed by the Chargee

3. Definitions

Accounts means each account in the name of the Chargor or in respect of which the Chargor has any interest into which any proceeds deriving from the exploitation of the Film shall be paid at any time

Acquisition Agreements means the acquisition agreements entered into prior to the execution of the Charge between each Sole Trader and Scion Rights in respect of the acquisition of distribution rights for certain territories in connection with the Film

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Completion Guarantor means NF Films, LLC

Completion Guaranty means the completion guaranty in respect of the Film between Scion Rights and the Completion Guarantor as may be amended, supplemented or modified from time to time

Corpus means Corpus Vivos Production LLC

Distribution Agreements means the distribution agreements entered into or to be entered into between each Sole Trader and Scion Jersey Distributor in respect of the Film

Encumbrance 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

Film means the feature length motion picture tentatively entitled "Death Race"

Mortgaged Property means the property assigned pursuant to paragraph 1 1 1 hereof and the property charged pursuant to paragraphs 1 1 2 and 1 1 3 hereof and all other property and assets which are at any time required to be assigned or charged in favour of the Chargee under the Charge

Payment Directions means the payment directions dated on or about the date of the Charge between inter alia Sole Traders, Scion Rights, Scion Funding, Chargor and Chargee in respect of the allocation and payments due under the Studio Distribution Agreement

Relevant Agreements means the Charge, the Acquisition Agreements, the Seller Acquisition Agreement, the Residual Rights Acquisition Agreement, the Sub-Distribution Agreement, the Notices of Assignment, the Security Documents, the Sole Trader Loan Agreements, Waiver Letter, the Studio Distribution Agreement, the Distribution Agreements, the Completion Guaranty, the Undertaking Agreement and all side-letters and other ancillary documents arising out of or relating thereto including without limitation all payment directions

Reserved Property means those amounts payable under the Studio Distribution Agreement to the Chargor which are retained by the Sole Traders pursuant to the Payment Directions and are not payable to Scion Funding in repayment of the Sole Trader Loans

Residual Rights Acquisition Agreement means the acquisition agreement dated on or about the date of the Charge between Scion Rights (as vendor) and Chargor (as purchaser) in respect of the Film

Scion Funding means Scion Film Financing (Guernsey) Limited

Scion Funding Security means the security granted by Scion Funding to Corpus from time to time in respect of the Film

Scion Jersey Distributor means Scion Film Distribution Limited

Scion Jersey Distributor Security means the security granted by Scion Jersey Distributor to the Chargee from time to time in respect of the Film

Scion Rights means Scion Film Rights Limited

Scion Rights Security means the security granted by Scion Rights to the Corpus from time to time in respect of the Film

Security means the security created by the Charge

Security Documents means the Charge, the Scion Rights Security, the Scion Funding Security, the Scion Jersey Distributor Security, the Sole Trader Charges and any and all other security granted to or obtained at any time by the

Name of company

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Chargee or Corpus in connection with the Film

Security Parties means each of the parties to the Security Documents other than the Chargee

Seller Acquisition Agreement means the acquisition agreement dated on or about the date of the Charge between Corpus and Scion Rights in respect of the acquisition by Scion Rights of certain distribution rights in the Film

Sole Traders means the individual sole traders in respect of the Film

Sole Trader Charges means the security agreements to be granted by each Sole Trader to (i) Scion Jersey Distributor in respect of the Distribution Agreements, (ii) Scion Rights in respect of the Acquisition Agreements and (iii) Scion Funding in respect of the Sole Trader Loan Agreements

Sole Trader Loan Agreements means the limited recourse loan agreements entered into between Scion Funding (as lender) and each Sole Trader (as borrower) in connection with the Film

Sole Trader Loans means the limited recourse loans to be made available by Scion Funding to each of the Sole Traders pursuant to the Sole Trader Loan Agreements

Sub-Distribution Agreement means the sub-distribution agreement entered into or to be entered into between Chargor and Scion Jersey Distributor in respect of the Film

Studio Distribution Agreement means the distribution agreement dated on or about the date of the Charge between the Chargee and the Chargor in respect of the Film

Undertaking Agreement means the deed of undertaking dated on or about the date of the Charge between Scion Films LLP and Corpus in respect of the Film

Waiver Letter means the waiver letter to be entered into between inter alia Scion Jersey Distributor, Chargor, Scion Funding, Scion Rights, the Completion Guarantor, Chargee and Corpus in respect of the Film



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 4284212
CHARGE NO. 56**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT AND
CHARGE IN RESPECT OF 'DEATH RACE' DATED 27 FEBRUARY
2008 AND CREATED BY SCION PRODUCTIONS (UK) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO MARITAL ASSETS LLC UNDER THE TERMS
OF THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4
MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MARCH 2008

P/O
JBL



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES