



CHFP025

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in black type, or  
bold black 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

[ 1 6 1 3 ]

04284212

Name of company

\* Scion Productions (UK) Limited whose registered office is at 201  
Bishopsgate, London EC2M 3AF (the **Chargor**)

Date of creation of the charge

3 April 2009

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

Security Assignment and Charge dated 3 April 2009 between the **Chargor** and  
the **Chargee** in respect of the film "Taking Woodstock" (the **Deed**)

Amount secured by the mortgage or charge

(i) The full and timely payment, performance and discharge of all  
obligations and liabilities owing under the Sub-Distribution Agreement and  
(ii) all other monies, obligations and liabilities the date of the Deed or  
thereafter 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,  
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 all  
other amounts payable under the Security Documents (the **Secured  
obligations**).

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

Marital Assets LLC whose place of business is situated at Universal  
Studios, 100 Universal City Plaza, Universal City, California 91608 (the  
**Chargee**)

Presenter's name address and  
reference (if any):

DLA Piper UK LLP  
3 Noble Street  
London  
EC2V 7EE

For official Use  
Mortgage Section



PMO

COMPANIES HOUSE

A90

COMPANIES HOUSE

LD4

COMPANIES HOUSE

Time critical reference

LMG/85308-120035/23962777

Short particulars of all the property mortgaged or charged

1. By way of assignment 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 at the date of the Deed and thereafter, vested and contingent, statutory and otherwise) in the following in connection with the Film:

(i) 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;

(ii) 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;

(iii) the entire copyright throughout the universe in the Film;

Please do not  
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lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

DLA Piper UK LLP

Date 16 April 2009

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

Notes

† delete as  
appropriate

- 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)

(iv) 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;

(v) 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;

(vi) 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;

(vii) 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 rights, properties and entitlements of the Chargor thereunder;

(viii) the benefit of and the proceeds of all policies of insurance in respect of the Film at the date of the Deed or thereafter;

(ix) 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;

(x) all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor relating to the Film;

(xi) 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;

(xii) the revenues from book debts relating to the Film owed to the Chargor;

(xiii) all income and proceeds of, any or all of the above including, without limitation, any

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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,

2. By way of first fixed charge, with limited title guarantee, save for the Reserved Property all of its right, title and interest (to the extent it has any) (both at the date of the Deed and thereafter, vested and contingent, statutory and otherwise), in:

(i) all pre-print elements of the Film capable of producing prints or additional pre-print elements including master negatives, negatives, duplicate negatives, colour reversal intermediates, colour separations, matrices, inter-positives and inter-negatives;

(ii) all positive prints, films, video tapes, disks, cut-outs and trims and all other physical properties of or relating to the Film whether the date of the Deed or thereafter in existence and wherever located;

(iii) 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;

(iv) 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;

(v) 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;

(vi) 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 agrees to hold all such moneys on trust and consents 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;

(vii) (insofar as not effectively assigned pursuant to paragraph 1. above) those items referred to in paragraph 1. above;

(viii) the revenues from book debts owed to the Chargor in respect of, and all income and proceeds of any and all of the above;

3. With limited title guarantee by way of first floating charge save for the Reserved Property, all those assets and property described in paragraphs 1. and 2. above, which are, for any reasons not validly charged or assigned pursuant thereto.

By way of Clause 3.5 of the Deed the Chargor agreed that 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

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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 this Security.

In this Form 395 the following terms shall have the following meanings:

**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 Deed between each Sole Trader and Scion Rights in respect of the acquisition of distribution rights for certain territories in connection with the Film.

**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 "Taking Woodstock".

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

**Notices of Assignment** means the notices and acceptances of assignment between inter alia the Chargor, Scion Jersey Distributor, Scion Funding and Scion Rights in respect of the Security Documents.

**Payment Directions** means the payment directions dated on or about the date of the Deed 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.

**Person** shall mean any natural person, corporation, partnership, joint venture, association, trust, governmental agency or any other entity.

**Relevant Agreements** means the Deed, 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.

**Relevant Parties** means the Chargor, each Sole Trader, Scion Rights, Scion Funding, Scion

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Jersey Distributor and Scion Films LLP (and each is a **Relevant Person**).

**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 Deed 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 Deed.

**Security Documents** means the Deed, 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 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 Deed 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 Deed 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 Deed

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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



FILE COPY

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

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

COMPANY NO. 4284212  
CHARGE NO. 63

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT AND  
CHARGE DATED 3 APRIL 2009 AND CREATED BY SCION  
PRODUCTIONS (UK) LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO MARITAL  
ASSETS LLC ON ANY ACCOUNT WHATSOEVER 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  
16 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MAY 2009

PO  
37.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES