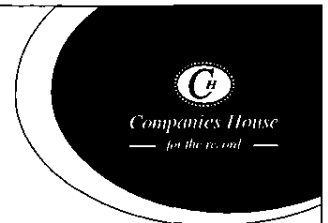


MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NOT for**
You cannot use this form to register
a statement of satisfaction in full or
in part of a fixed charge or a
company registered in Scotland.
If you do this, please use form

FRIDAY



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A273NBWX

26/04/2013

#195

COMPANIES HOUSE

For official use

1 Company details

Company number 4 2 8 4 2 1 2
Company name in full SCION PRODUCTIONS (UK) LIMITED

Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created 0 5 1 2 2 0 0 6
Description 1 SECURITY ASSIGNMENT AND CHARGE
Date of registration 2 0 1 2 2 0 0 6

1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
2 The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name NF FILMS LLC
Address 100 UNIVERSAL CITY PLAZA, UNIVERSAL CITY
CALIFORNIA, CA91608, USA

Postcode

Name

Address

Postcode

Name

Address

Postcode

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

MG02

Statement of satisfaction in full or in part of mortgage or charge

4

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

SEE ATTACHED

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

6

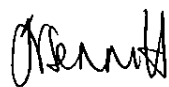
Signature

Please sign the form here

Signature

Signature

X



X

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

MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name	RICHARD LALLY				
Company name	SCION INVESTMENT GROUP LLP				
Address	50 BROADWICK STREET				
Post town	LONDON				
County/Region					
Postcode	W	1	F	7	A G
Country	UNITED KINGDOM				
DX					
Telephone	0207 851 5740				



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

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



Where to send

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

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

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

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1 The Chargor

(a) assigned to the Chargee with full title guarantee (where relevant by way of present assignment of future copyright) all its right, title and interest (to the extent it has any) (both at the date of the Charge and in the future, vested and contingent, statutory and otherwise) in:

(i) the benefit of and all rights acquired or to be acquired by the Chargor in connection with the Screenplay and all underlying rights upon which the Screenplay is based;

(ii) the entire copyright throughout the Universe in the Screenplay, 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;

(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;

(viii) the benefit of and the proceeds of all policies of insurance existing at the date of the Charge or in the future in respect of the Film;

(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 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;

- (b) with full title guarantee charged in favour of the Chargee, by way of first fixed charge (and as regards all these parts of the freehold and leasehold property in England and Wales has vested in the Chargor by way of legal mortgage) all of its right, title and interest (both at the date of the Charge and in the future, 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 inter-mediate, colour separations, matrices, inter-positives and inter-negatives;
- (ii) all positive prints, film, 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,
- (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) all freehold and leasehold property of the Chargor and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights easements and privileges appurtenant to or benefiting the same;
- (viii) all plant, machinery (other than that charged by clause 1(b)(vii)) vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same,
- (ix) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person including all allotments, rights, benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of them,
- (x) the goodwill of the Chargor at the date of the Charge or at any time in future in existence,
- (xi) (insofar as not effectively assigned pursuant to Clause 1(a) above) those items referred to in Clause 1(a) above;
- (xii) 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.
- (c) with full title guarantee charged by way of first floating charge all the undertaking property and assets whatsoever belonging at the date of the Charge or at any time in the future to the Chargor, including without limitation those assets and property described in paragraphs (a) and (b) 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).
2. 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.
-

Negative Covenants

The Chargor covenanted that it 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 this Security

Definitions

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

"Bridging Loan Agreement" means the bridging loan agreement dated on or about the date of the Charge between the Partnership and Focus.

"Completion Guarantor Charges" means the Charge and the security assignment and charge granted in favour of the Chargee by the Partnership dated on or about the date of the Charge in relation to the Film together with any further charges or security interests that may be granted in favour of the Chargee after the date of the Charge.

"Completion Guaranties" means the two completion guaranties dated on or about the date of the Charge between the Chargee and each of Focus and the Partnership in respect of the Film.

"Corporate Partner Charges" means (i) the Charge and (ii) the security assignment and charge between the Chargor and Focus in relation to the Film, together with any further charges or security interests that may be granted by the Chargor in favour of the Chargee after the date of the Charge

"Declaration of Trust" means the declaration of trust in respect of the Film entered into between the Partnership and the Chargor.

"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.

"Event of Default" means any event of default set out in clause 8 of the Charge

"Film" means the feature length motion picture tentatively entitled "In Bruges"

"Film Production Company" means Bell Tower Productions Limited

"Focus" means Focus Features, LLC

"Focus PSA" means the production services agreement dated on or about the date of the Charge (together with any amendments thereto) between the Chargor, the Partnership and Focus in respect of the Film

"Loan Agreement" means the limited recourse loan agreement (together with any amendments thereto) between Focus and Scion Borrower

"Mortgaged Property" means the Chargor's right, title and interest (to the extent it has any) in and to the property assigned pursuant to Clause 3.1(a) of the Charge and the property charged pursuant to Clause 3.1(b) and 3.1(c) of the Charge 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.

"Partnership" means Scion Films Premier (Fourth) Limited Partnership.

"Partnership Agreement" means the partnership agreement as exists from time to time between the partners from time to time of the Partnership

"Partnership Charges" means (i) the security assignment and charge between the Partnership and the Chargee in relation to the Film

and (ii) the security assignment and charge between the Partnership and Focus in relation to the Film, together with any further charges or security interests that may be granted by the Partnership in favour of the Chargee after the date of the Charge.

"Production Services" means the services set out in Clause 9 of the Focus PSA

"Relevant Agreements" means the Corporate Partner Charges, the Partnership Charges, the Scion Borrower Charge, the Completion Guarantor Charges, the Completion Guaranties, the Focus PSA, the Scion PSA, the Bridging Loan Agreement, the Loan Agreement, the Declaration of Trust, the Partnership Agreement, and all side-letters and other ancillary documents arising out of or relating thereto.

"Scion Borrower" means Scion Film Financing (Guernsey) Limited.

"Scion Borrower Charge" means the security assignment and charge between the Scion Borrower and Focus in relation to the Film together with any further charges or security interests that may be granted by the Scion Borrower in favour of Focus after the date of the Charge.

"Scion PSA" means the production services agreement dated on or about the date of the Charge between the Chargor and the Film Production Company.

Screenplay means the feature length approved screenplay entitled "In Bruges" dated 3 November 2006 written by Martin McDonagh.

"Security" means the security created by the Charge.

"Security Documents" means the Corporate Partner Charges, the Scion Borrower Charge and the Partnership Charges.

SCHEDULE

CLAUSE 2 OF THE CHARGE

2. Covenants

2.1 The Chargor covenants and undertakes to perform the Production Services in all respects in accordance with the provisions of the Relevant Agreements and shall not without the prior written consent of the Chargee amend or agree to any amendment of any of the Relevant Agreements

2.2 If

- (a) at any time it seems to the Chargee, that the production is likely to involve the Chargee in a risk of incurring liability under the Completion Guaranty or advancing sums in order to perform the Production Services, or
- (b) the Chargor shall at any time fail, refuse or neglect to comply with any of the terms of the Relevant Agreements where such failure, refusal or neglect does not derive or result from the default of the Film Production Company, Focus or Chargee of any of the terms of the Relevant Agreements (unless such default of the Film Production Company, Focus or Chargee shall in turn derive from an act or omission of Chargor),

then, the Chargee shall have the right to take over the performance of the Production Services. If the Chargee elects to exercise its right to take over the performance of the Production Services, the Chargee shall give the Chargor written notice of its decision to take over the same. The Chargor shall place at the disposal and under the control of the Chargee all persons, facilities and equipment employed and used and to be employed and used by the Chargor for the performance of the Production Services, and shall in all other respects required by the Chargee, co-operate (at Chargee's expense) with the Chargee so that all necessary personnel, facilities and equipment will be available to the Chargee as would have been available to the Chargor had the Chargor continued to perform the Production Services. Without prejudice to the foregoing, Chargor shall upon takeover of the performance of the Production Services co-operate with reasonable requests of Chargee with regard to the performance of the Production Services provided such requests do not require Chargor to pay any amounts in excess of its obligations pursuant to the Focus PSA. Subject to the foregoing provisions, the Chargor shall also co-operate with Chargee in pursuing any claims against third parties responsible for delaying the delivery of, or otherwise increasing the costs of, the Film and will co-operate with reasonable requests of Chargee for information with regard to the Film

2.3 Chargor undertakes that it shall not exercise its rights under the Focus PSA so as to hinder the Chargee's performance of its obligations under the Completion Guaranty

2.4 Chargor acknowledges that the Chargee shall have the right to treat any breach of any of the Chargor's undertakings and covenants pursuant to clause 2 of the Charge, as an Event of Default and shall have, in addition to the Chargee's rights to take over production of the Film pursuant to clause 2.2 of the Charge, all of the rights and remedies set out in Clause 9 of the Charge
