

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 if the
company registered in Scotland
does this, please use form MG02s

FRIDAY



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26/04/2013

#202

COMPANIES HOUSE

1	Company details	47	For official use
Company number	4 2 8 4 2 1 2	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	SCION PRODUCTIONS (UK) LIMITED		

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

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
Name	ROGUE PICTURES	
Address	100 UNIVERSAL CITY PLAZA, UNIVERSAL CITY CALIFORNIA, CA91608, USA	
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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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


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 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
<input type="checkbox"/> The company name and number match the information held on the public Register <input type="checkbox"/> You have completed the charge details in Section 2 <input type="checkbox"/> You have completed the name and address of the chargee, or trustee for the debenture holders <input type="checkbox"/> You have completed the short particulars of the property mortgaged or charged <input type="checkbox"/> You have confirmed whether the charge is to be satisfied in full or in part <input type="checkbox"/> 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,
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- (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 present and future policies of insurance 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
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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 (to the extent it has any) (both at the date of the Charge and in 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;
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- (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,
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- (viii) all plant, machinery (other than that charged by clause 3.1(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;
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(xi) (insofar as not effectively assigned pursuant to Clause 3.1(a) above) those items referred to in Clause 3.1(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 agrees 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 Covenant:

By Clause 3.5 of the Charge, 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 hereafter 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

By Clause 6.2 of the Deed, the Chargor undertook with the Chargee that until discharge in full of the Secured Obligations Chargor shall not, without the prior written consent of the Chargee:

- (a) 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;
- (b) 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 accordance with the Relevant Agreements

Definitions:

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

"Completion Guarantor" means NF Films, LLC

"Completion Guarantor Charges" means the two security assignments and charges granted in favour of the Completion Guarantor by (i) the Chargor and (ii) the Partnership both 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 Completion Guarantor after the date of the Charge.

"Completion Guaranties" means the two completion guaranties dated on or about the date of the Charge between the Completion Guarantor and each of the Chargee 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 Completion Guarantor 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.

"Film" means the feature length motion picture tentatively entitled "Atonement".

"Film Production Company" means Tallis Pictures Limited.

"Loan Agreement" means the limited recourse loan agreement dated on or about the date of the Charge (together with any amendments thereto) between the Chargee 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 Clauses 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 (First) 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 Completion Guarantor 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.

"Relevant Agreements" means the Corporate Partner Charges, the Partnership Charges, the Scion Borrower Charge, the Completion Guarantor Charges, the Completion Guaranties, the Universal 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 the Chargee in relation to the Film together with any further charges or security interests that may be granted by the Scion Borrower in favour of the Chargee after the date of the Charge.

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

Screenplay means the feature length approved screenplay entitled "Atonement" dated 18 May 2006 written by Christopher Hampton based on the novel of the same name by Ian McEwan

"Security" means the security created by the Charge

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

"Universal 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 the Chargee in respect of the Film.
