

# MG01

## Particulars of a mortgage or charge



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

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### 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 on a company. To do this, please use form MG01s

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### Company details

Company number 04284212

Company name in full Scion Productions (UK) Limited (the "Chargor")  
20 Blackfriars Lane, London EC4V 6HD

→ Filling 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 01/04/2010

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 01 April 2010 between the Chargor and the Chargee in connection with the Film (the "Deed")

4

### Amount secured

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

Amount secured

(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 on the date of the Deed or at any time 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 on 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 whatsoever and all other amounts payable under the Security Documents,

(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 Marital Assets, LLC (the "Chargee")

Address Universal Studios, 100 Universal City Plaza,  
Universal City, California, 91608, USA

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

- (a) By way of assignment 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,
- (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 entered into 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

# MG01

## 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 866)

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 870). 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 Lee McGuirk 85308-120035

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

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:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)

# 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

- (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
- (b) With limited title guarantee 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 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 inter-mediate, 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 on 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 (a) above) those items referred to in paragraph (a) 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
- (c) With limited title guarantee charges by way of first floating charge save for the Reserved Property, all those assets and property described in paragraphs (a) and (b) above, which are, for any reasons not validly charged or assigned pursuant thereto

#### Note

Pursuant to Clause 3.5 of the Deed, 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 this Security

# MG01 - continuation page

## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

#### Short particulars

Pursuant to Clause 3 1(c) of the Deed the Chargor agreed not to part with sell or dispose of the whole or part of the assets and property described above

Pursuant to Clause 6 2(a) of the Deed the Chargor undertook with the Chargee that until irrevocable discharge of the Secured Obligations in full 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 assets other than for this Security

Pursuant to Clause 6 2(e) of the Deed the Chargor undertook with the Chargee that until irrevocable discharge of the Secured Obligations in full the Chargor shall not without the prior written consent of the Chargee, 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 to which it is a party

#### In this Form MG01 terms shall be defined as follows:

**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 "It's Kind of a Funny Story"

**Mortgaged Property** means the property assigned pursuant to paragraph (a) above and the property charged pursuant to paragraph (b) and (c) above 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

**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

**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

# 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	<p>Sole Trader Loans</p> <p><b>Residual Rights Acquisition Agreement</b> 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</p> <p><b>Scion Funding</b> means Scion Film Financing (Guernsey) Limited</p> <p><b>Scion Funding Security</b> means the security granted by Scion Funding to Corpus from time to time in respect of the Film</p> <p><b>Scion Jersey Distributor</b> means Scion Film Distribution Limited</p> <p><b>Scion Jersey Distributor Security</b> means the security granted by Scion Jersey Distributor to the Chargee from time to time in respect of the Film</p> <p><b>Scion Rights</b> means Scion Film Rights Limited</p> <p><b>Scion Rights Security</b> means the security granted by Scion Rights to the Corpus from time to time in respect of the Film</p> <p><b>Security</b> means the security created by the Deed</p> <p><b>Security Documents</b> 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</p> <p><b>Seller Acquisition Agreement</b> 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</p> <p><b>Sole Traders</b> means the individual sole traders in respect of the Film</p> <p><b>Sole Trader Charges</b> 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</p> <p><b>Sole Trader Loan Agreements</b> means the limited recourse loan agreements entered into between Scion Funding (as lender) and each Sole Trader (as borrower) in connection with the Film</p> <p><b>Sole Trader Loans</b> 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</p> <p><b>Sub-Distribution Agreement</b> means the sub-distribution agreement entered into or to be entered into between Chargor and Scion Jersey Distributor in respect of the Film</p> <p><b>Studio Distribution Agreement</b> means the distribution agreement dated on or about the date of the Deed between the Chargee and the Chargor in respect of the Film</p> <p><b>Undertaking Agreement</b> means the deed of undertaking dated on or about the date of the Deed between Scion Films LLP and Corpus in respect of the Film</p> <p><b>Waiver Letter</b> 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</p>	



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

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

**COMPANY NO. 4284212**

**CHARGE NO. 64**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT AND  
CHARGE DATED 1 APRIL 2010 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 25 OF THE  
COMPANIES ACT 2006 ON THE 14 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2010

OF  
17.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES