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CHFP025

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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.

141108/13

# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

12

06373339

Name of company

\* Goldcrest Acquisitions Limited (the "Chargor")

Date of creation of the charge

11 March 2008

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

Security Assignment and Charge in respect of "Knowing" (the "Charge")

Amount secured by the mortgage or charge

All monies, obligations and liabilities now or at any time in the future due or owing to the Chargee from Goldcrest Distributor pursuant to the Summit Distribution Agreement or otherwise and all other monies, obligations and liabilities now 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 (the "Secured Obligations").

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

Summit Distribution, LLC of 1630 Stewart Street, Suite 120, Santa Monica, USA (the "Chargee")

Postcode CA 90404

Presenter's name address and  
reference (if any)

DLA Piper UK LLP  
3 Noble Street  
London  
EC2V 7EE

"Knowing"

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

FRIDAY



\*LPGVLYEI\*

LD6

28/03/2008

145

COMPANIES HOUSE

PLEASE SEE ADDENDUM 4/4 ATTACHED

Please do not  
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*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

NIL

Signed

DLA Piper UK LLP

Date 28 March 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (chargee) † Summit Distribution, 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 full title guarantee (where relevant by way of present assignment of future copyright) save for the Reserved Property all its right, title and interest (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-Acquisition Agreements, the Completion Guarantee and all moneys payable to the

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Chargor and rights 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 full 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 (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 deriving from the Film 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 full 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 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 3 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 4 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 5 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 Agreement** means the acquisition agreement dated on or about the date of the Charge between Ryzac and the Chargor in respect of the acquisition of distribution rights for certain territories in connection with the Film

**Completion Guarantee** means a completion guarantee agreement in form and substance reasonably satisfactory to the Chargor issued by the Completion Guarantor in respect of the completion and delivery of the film, including the side letter between the Completion Guarantor and the Chargor to be produced by the Chargor from the Completion Guarantor pursuant to the terms of the Deed of Consent

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**Completion Guarantor** means International Film Guarantors or other completion guarantor acceptable to the Chargor

**Deed of Consent** means the deed of consent to variation dated on or about the date of the Charge between, inter alios, the Chargor and the Chargee

**Distribution Agreements** means the distribution agreements entered into or to be entered into between each Sole Trader and Goldcrest 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

**Event of Default** means any Event of Default set out in Clause 9 of the Charge

**Film** means the feature length motion picture tentatively entitled "Knowing"

**Goldcrest Distributor** means Goldcrest Film Distribution III Limited

**Goldcrest Funding** means Goldcrest Funding III Limited

**Goldcrest Pictures** means Goldcrest Pictures Limited

**Goldcrest Waiver Letter** means the waiver letter dated on or about the date of the Charge from the Chargor, Goldcrest Distributor, Goldcrest Funding and Goldcrest Pictures to the Chargee and Seller in respect of the Film

**Loan Agreement** means the limited recourse loan agreement dated on or about the date of the Charge (together with any amendments thereto) between Ryzac and Goldcrest Funding in connection with the Film

**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

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

**Payment Directions** means the payment directions between inter alios the Chargee, Goldcrest Distributor and Seller in respect of, inter alios, the allocation and payment of distribution receipts under the Summit Distribution Agreement, as the same may be supplemented from time to time

**Payment Instructions** means the payment directions between inter alios the Chargee and the Chargor in respect of the purchase price under the Seller Acquisition Agreement

**Ryzac** means Ryzac Limited

**Ryzac Security** means the English law security assignment and charge dated on or about the date hereof and granted in favour of Ryzac by Goldcrest Funding

**Relevant Agreements** means insofar as the same relate to the Film the Charge, the Acquisition Agreements, the Sub-Acquisition Agreements, the Seller Acquisition Agreement, the Loan Agreement, the Summit Distribution Agreement, the Notices of Assignment, the Payment Directions, the Payment Instructions, the Security Documents, the Sole Trader Loan Agreements, the Distribution Agreements, the Goldcrest Waiver Letter, the Deed of Consent and all side-letters and other ancillary documents arising out of or relating thereto including without limitation all payment directions

**Reserved Property** means (a) the amount payable to the Chargor by the Completion Guarantor to repay the Chargor (or its designees) except where there is an Event of Default by the Chargor or any Sole Trader in which event such payments

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shall not be excluded from the Mortgaged Property (unless such Event of Default derives directly or indirectly from any default, act or omission of the Chargee or Seller under any of the Relevant Agreements not in turn derived from any act or omission of any Sole Trader, Chargor, Goldcrest Distributor or Goldcrest Funding), and (b) the proceeds of any insurance policies payable to the Chargor (or any Sole Trader) which relate to the insured interests which are specific to the Chargor (or any Sole Trader) and are not required to be made available to the production of the Film or to any other person

**Security** means the security created by the Charge

**Security Documents** means the Charge, the Sole Trader Charges, the Seller/Goldcrest Funding Security, the Ryzac Security, the US Security, the Seller B V I Security and the Summit Distributor Charges

**Security Parties** means each of the parties to the Security Documents other than Summit Distributor and the Seller

**Seller** means Summit Entertainment, LLC

**Seller Acquisition Agreement** means the acquisition agreement dated on or about the date of the Charge between Seller and Ryzac in respect of the acquisition of distribution rights in connection with the Film

**Seller B.V.I. Security** means the security assignment and charge dated on or about the date of the Charge and granted in favour of Seller by Ryzac and the US law security agreement dated on or about the date of the Charge and granted in favour of Seller by Ryzac

**Seller/Goldcrest Funding Security** means the English law security assignment and charge dated on or about the date of the Charge and granted in favour of Seller by Goldcrest Funding and the US law security agreement dated on or about the date of the Charge and granted in favour of Seller by Goldcrest Funding

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

**Sole Trader Charges** means the security agreements granted on or about the date of the Charge by each Sole Trader to Goldcrest Funding in respect of the Sole Trader Loan Agreements and the security agreements granted on or about the date hereof by each Sole Trader to Chargor in respect of the Distribution Agreements

**Sole Trader Loan Agreements** means the limited recourse loan agreements entered into between Goldcrest 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 Goldcrest Funding to each of the Sole Traders pursuant to the Sole Trader Loan Agreements

**Sub-Acquisition Agreements** means the acquisition agreements dated on or about the date hereof between Sole Trader and the Chargor in respect of the acquisition of distribution rights for certain territories in connection with the Film

**Summit Distributor Charges** means the English law security assignment and charge dated on or about the date hereof and granted by Goldcrest Distributor in favour of the Chargee together with the US law security agreement dated on or about the date hereof and granted by Goldcrest Distributor in favour of the Chargee

**Summit Distribution Agreement** means the distribution agreement dated on or about the date hereof between the Chargee and Goldcrest Distributor in respect of the Film

**US Security** means the US law security agreement dated on or about the date hereof and granted in favour of the Chargee by the Chargor



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

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

**COMPANY NO. 6373339  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT AND  
CHARGE DATED 11 MARCH 2008 AND CREATED BY  
GOLDCREST ACQUISITIONS LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM GOLDCREST  
DISTRIBUTOR TO SUMMIT DISTRIBUTION, 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 28 MARCH  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 APRIL 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES