

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



152492 / 13

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

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
created by an LLP in England and
Wales or Northern Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a mortgage or charge
created by a Scottish LLP
To do this, please use form
LL MG01s

TUESDAY



LD3 25/10/2011 91
COMPANIES HOUSE

1

LLP details

LLP number: 0 0 3 0 5 0 5 6
LLP name in full: Micro Fusion 2004-14 LLP (the "Chargor")

3 For official use
→ **Filing 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: d1 d7 m1 m0 y2 y0 y1 y1

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 17 October 2011 between the Chargor
and the Chargee in respect of the Film (the "Deed").

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Amount secured

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

Amount secured: Please see attached continuation page

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

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Mortgagee(s) or person(s) entitled to the charge

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 Corpus Vivos Productions, LLC (the "Chargee")

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

Postcode C A 9 1 6 0 8

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

1. Assignment

By way of absolute assignment with full title guarantee (and insofar as necessary by way of present assignment of future copyright) save for the Reserved Property all the Chargor's right, title and interest (both existing at the date of the Deed and at any time thereafter, vested and contingent, statutory and otherwise) in and to the following in connection with the Film

(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,

(11) 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;

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

(1v) 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,

(please see attached continuation page)

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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

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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. 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.

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. 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 property situated in another part of UK.

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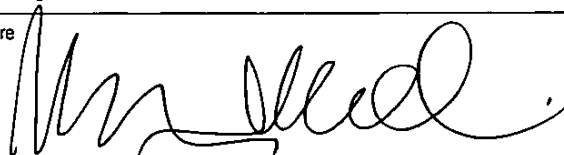
Signature

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 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 MM/85308-120055/38578759.1

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town

County/Region London

Postcode E C 2 V 7 E E

Country UK

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 LLPs 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 LLP 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 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 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 LLPs registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(1) The full and timely payment, performance and discharge of all obligations and liabilities due or owing under the Licence Agreement and the Deed of Sales Agency, and</p> <p>(11) all other monies, obligations and liabilities due or owing to the Chargee at the date of the Deed or any time thereafter from any Relevant Party pursuant to the Transaction Documents 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, existing at the date of the Deed or at any time thereafter, actual or contingent, joint or several, incurred as principal or surety or in any other manner whatsoever including all amounts, obligations and liabilities due, owing or payable at any time and from time to time under any of the Security Documents including the Deed (the "Secured Obligations").</p>	

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

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(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,</p> <p>(vii) the benefit of all Relevant Agreements to which it is a party and all rights, properties and entitlements of the Chargor thereunder;</p> <p>(viii) the benefit of and the proceeds of all policies of insurance existing at the date of the Deed or at any time thereafter in respect of the Film,</p> <p>(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,</p> <p>(x) all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor relating to the Film;</p> <p>(xi) the benefit of and all other rights and tangible and intangible properties vested in, created or acquired by or to be vested in or created or acquired by the Chargor insofar as they relate to the Film;</p> <p>(xii) the revenues from book debts relating to the Film owed to the Chargor,</p> <p>(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</p> <p>2. Charge</p> <p>2.1 Fixed Charge</p> <p>By way of first fixed charge with full title guarantee, save for the Reserved Property, all of the Chargor's right, title and interest (both existing at the date of the Deed or at any time thereafter, vested and contingent, statutory and otherwise), in and to the following</p> <p>(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,</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

matrices, inter-positives and inter-negatives,

(11) all positive prints, films, video tapes, disks, cut-outs and trims and all other physical properties of or relating to the Film whether existing at the date of the Deed or any time thereafter and wherever located;

(111) 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;

(1v) 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) vested in or created or acquired by or to be vested in or created or acquired by the Chargor in connection with the Film;

(v1) 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 into which any moneys payable to the Chargor or the Chargee are or will be paid in respect of the exploitation of the Film (but excluding, for the avoidance of doubt, the Rentals) 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;

(v11) (insofar as not effectively as described in paragraph 1 ("Assignment") above) those items referred to in paragraph 1 above;

(v111) the revenues from book debts owed to the Chargor in respect of and all income and proceeds of any and all of the above.

2.2 Floating Charge

By way of first floating charge with full title guarantee, save for the Reserved Property, all those assets and property described in paragraphs 1 ("Assignment") and 2 1 ("Fixed Charge") above, which are, for any reasons not validly charged or assigned as described thereto

3. Negative Pledge

3.1 Pursuant to clause 3 1 (c) of the Deed the Chargor has agreed with the Chargee not to part with, sell or dispose of the whole or part of the assets described in paragraphs 1 ("Assignment") and 2 1 ("Fixed Charge") above save as expressly permitted by the Relevant Agreements.

3.2 Pursuant to clause 6.2(a) of the Deed, the Chargor has undertaken with the Chargee that until the unconditional payment, performance and discharge in full of the Secured Obligations the Chargor shall not

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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 in writing.

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 or calculated by reference to the proceeds of the exploitation of the Film shall be paid at any time but excluding the Commerzbank Account, the Lending Bank Accounts and any other account comprising part of or in which monies being or forming part of the Reserved Property are at any time held or paid.

Assumption Agreement means the assumption agreement dated on or about the date of the Deed and entered into between Marital, Dutch Co and FSIF in relation to the Film

Commerzbank means Commerzbank AG, London Branch.

Commerzbank Account means the account of the Chargor with Commerzbank (designated as current account number 11784500) as such account may be redesignated or renumbered from time to time

Commerzbank Charged Assets means the assets which are the subject of the Commerzbank Security

Commerzbank Facility means the loan facility made available by Commerzbank to the Designated Member in respect of the Film

Commerzbank Security means the security granted by the Chargor to Commerzbank in respect of the Commerzbank Facility.

Corpus/Maple Security means (a) the English law security assignment and charge in relation to the Film dated on or about the date of the Deed granted by Maple in favour of the Chargee, and (b) the California law security agreement in relation to the Film dated on or about the date of the Deed granted by Maple in favour of the Chargee

Corpus Security means (a) the Deed; (b) the California law security agreement in relation to the Film dated on or about the date of the Deed granted by the Chargor in favour of the Chargee, and (c) the Corpus/Maple Security

Deed of Sales Agency means the deed of sales agency dated on or about the date of the Deed and entered into between Marital, the Chargor and Dutch Co in relation to the Film

Deeds of Consent means the deeds of consent and deeds of additional contribution signed by certain Members in connection with the Partnership Agreement and the transaction contemplated by the Transaction Documents.

Designated Member means Future Films (Partnership Services) Limited, a limited liability company duly incorporated and existing in England & Wales

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incorporated and existing in the Netherlands.

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 currently entitled "Repo Men"

Film Lease means the lease agreement dated on or about the date of the Deed and entered into between Dutch Co (as lessor) and Marital (as lessee) in relation to the Film.

FSIF means Future Screen Investor Financing B V , a company duly incorporated and existing in the Netherlands

Head Lease means the lease agreement dated on or about the date of the Deed and entered into between the Chargor (as lessor) and Dutch Co (as lessee) in relation to the Film

Head Sale Agreement means the sale agreement dated on or about the date of the Deed and made between the Chargee (as seller) and Maple (as purchaser) in relation to the Film

Laboratory Letter means the delivery material access letter dated on or about the date of the Deed between Dutch Co, Marital and the Chargor, together with the access authorisation form in connection therewith

Lending Bank means Barclays Bank plc, being the bank which has advanced funds to the Members for the purpose of making capital contributions to the Chargor in connection with the PFD Transactions.

Lending Bank Accounts means the accounts held at the Lending Bank into which book debts and interest have or are to be paid by the Chargor pursuant to the security agreements and other arrangements entered into by the Chargor in relation to the PFD Transactions.

Licence Agreement means the licence agreement dated on or about the date of the Deed and made between the Chargee (as licensor) and the Chargor in relation to the Film.

Maple means Guernsey Maple 1 Limited, a limited liability company duly incorporated and existing in Guernsey.

Marital means Marital Assets, LLC

Marital/Dutch Co Security means (a) the English law security assignment and charge in relation to the Film dated on or about the date of the Deed granted by Dutch Co in favour of Marital, and (b) the California law security agreement in relation to the Film dated on or about the date of the Deed granted by Dutch Co in favour of Marital.

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Please give the short particulars of the property mortgaged or charged

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Marital/Partnership Security means (a) the English law security assignment and charge in relation to the Film dated on or about the date of the Deed granted by the Chargor in favour of Marital; and (b) the California law security agreement in relation to the Film dated on or about the date of the Deed granted by the Chargor in favour of Marital

Marital Security means (a) the Marital/Partnership Security; and (b) the Marital/Dutch Co Security

Members means "Members" as such term is defined in the Partnership Agreement.

Mortgaged Property means the property assigned pursuant to Clause 3 1(a) of the Deed and the property charged pursuant to Clauses 3.1(b) and 3 1(c) of 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 in connection with the Film between the Chargor, the Chargee, Marital, Dutch Co and Maple in respect of the Security Documents.

Partnership Agreement means the amended and restated partnership agreement dated on or about the date of the Deed between the Members and the Chargor (as partnership)

Payment Directions means all the payment directions entered into on or about the date of the Deed by the Chargor, the Chargee, Dutch Co, Maple and Marital in connection with the Film.

PFD Charged Assets means the assets which are the subject of the security taken by the Lending Bank in connection with the PFD Transactions.

PFD Transactions means the production financing transactions previously entered into by the Chargor in connection with the following film and/or television titles: "Razor's Edge"

Relevant Agreements means the Transaction Documents and all documentation in respect of the PFD Transactions

Relevant Parties means the Chargor and any other party to the Relevant Agreements other than the Chargee and Marital and "Relevant Party" shall be construed accordingly.

Rentals means all payments due (a) from Dutch Co to Chargor pursuant to the Head Lease, (b) from Marital to Dutch Co pursuant to the Film Lease; and (c) from FSIF to Dutch Co pursuant to the Assumption Agreement.

Reserved Property means: (a) the Rentals and all accounts in which the Rentals are paid or held; (b) the PFD Charged Assets; (c) the Commerzbank Charged Assets; and (d) all Relevant Agreements relating to (b) and (c)

Sale Agreement means the sale agreement dated on or about the date of the Deed and made between Maple (as seller) and the Chargor (as purchaser) in relation to the Film.

Security means the security created by the Deed

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Please give the short particulars of the property mortgaged or charged

Short particulars

Security Documents means the Corpus Security, the Marital Security, the Assumption Agreement, the Notices of Assignment, the Payment Directions and any and all other security granted to or obtained at any time by the Chargee or Marital from a Security Party in connection with the Film.

Security Parties means each of the parties to the Security Documents other than the Chargee, FSIF and Marital.

Transaction Documents means the Head Sale Agreement, the Sale Agreement, the Licence Agreement, the Head Lease, the Film Lease, the Deed of Sales Agency, the Security Documents, the Waiver Letter, the Deeds of Consent, the Laboratory Letter and all documentation in respect of the Commerzbank Facility and the Commerzbank Security.

Waiver Letter means the waiver letter, entered into on or about the date of the Deed between *inter alios* the Chargee, the Chargor, Marital, Maple and Dutch Co 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 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC305056
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT AND
CHARGE DATED 17 OCTOBER 2011 AND CREATED BY MICRO
FUSION 2004-14 LLP FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP
TO CORPUS VIVOS PRODUCTIONS, LCC ON ANY ACCOUNT
WHATSOEVER 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 AS APPLIED TO THE LIMITED LIABILITY
PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006)
REGULATIONS 2009 ON THE 25 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 OCTOBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES