

# LL MG01

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



**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  
particulars of a mortgage or  
for a Scottish LLP  
To do this, please use form  
LL MG01s

TUESDAY



LD6 "L101XOWX" #21  
18/12/2012  
COMPANIES HOUSE

<b>1</b>	<b>LLP details</b>
LLP number	O C 3 7 5 2 9 3
LLP name in full	Dean Street Productions No. 19 LLP (the "Chargor")

4	For official use
→ <b>Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *	

<b>2</b>	<b>Date of creation of charge</b>
Date of creation	d <sub>1</sub> d <sub>2</sub> m <sub>1</sub> m <sub>2</sub> y <sub>2</sub> y <sub>0</sub> y <sub>1</sub> y <sub>2</sub>

<b>3</b>	<b>Description</b>
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'  Deed of Supplemental Security Assignment dated 12 December 2012 between the Chargor and the Chargee in relation to the Film (the "Deed").

<b>4</b>	<b>Amount secured</b>
Amount secured	Please give us details of the amount secured by the mortgage or charge  All moneys, obligations and liabilities due, owing or payable by the Chargor to the Chargee under (i) the Production Services Agreement and the Sub Production Services Agreement and (ii) the provisions of the Original Security and the Deed, and whether such moneys, obligations or liabilities are express or implied, owed at 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 including without limitation, all charges, expenses, fees, outside attorneys' fees, filing fees and any other sums chargeable to the Chargor under the Original Security and the Deed (the "Secured Obligations").

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

5

**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	Universal Pictures a division of Universal City Studios LLC
Address	Universal Studios, 100 Universal City Plaza, Universal City, California, USA
Postcode	9 1 6 0 8
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

**1. Assignment**

By way of unconditional and irrevocable assignment with full title guarantee, all of the Chargor's right, title and interest, both existing as at the date of the Deed and at any time thereafter, in and to the UK Bank Account and the UK Deposit including without limitation all rights, properties and entitlements of the Chargor thereunder and subject in all respects to the terms of the Original Security.

**2 Charge**

By way of first fixed charge with full title guarantee, to the extent not assigned as described in paragraph 1 above, all the subject matter thereof together with the benefit of all proceeds payable to the Chargor in respect of all dividends, distributions and other income paid or payable in relation thereto and all rights, monies or property accruing or offered at any time, subject in all respects to the terms of the Original Security.

**3. Original Security**

Pursuant to clause 5 of the Deed, the Chargor and the Chargee agreed that all the provisions of the Original Security shall be deemed to be incorporated into the Deed as if the same were set out therein in extenso and for this purpose references in the Original Security the "Collateral" shall be construed to include references to the property assigned and charged pursuant to the Deed. In any "Transaction Documents" reference to the documents comprising the Original Security shall be construed to include the Original Security as amended and supplemented by the Deed

*Please see attached continuation page*

# LL MG01

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## 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. 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 is situated in another part of UK.

## 9 Signature

Please sign the form here

Signature

Signature

X *DLA Piper UK LLP* X

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

# LL MG01

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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 AC/ALW/85308 120062/47013179.1

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country England

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

- ☒ [X] The LLP name and number match the information held on the public Register
- ☒ [X] You have included the original deed with this form
- ☒ [X] You have entered the date the charge was created
- ☒ [X] You have supplied the description of the instrument
- ☒ [X] You have given details of the amount secured by the mortgagee or chargee
- ☒ [X] You have given details of the mortgagee or person(s) entitled to the charge
- ☒ [X] You have entered the short particulars of all the property mortgaged or charged
- ☒ [X] You have signed the form
- ☒ [X] 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](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)

# LL MG01 - continuation page

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## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

Pursuant to clause 6 of the Deed, the Chargor and the Chargee agreed that references in the Original Security to (a) the **"Transaction Documents"** shall be construed to include the Deed, the FCP Media Supplemental Security, the Corpus Supplemental Security and the Notice and Sweep Instruction; (b) the **"Security Agreements"** shall be construed to include the Deed, the FCP Media Supplemental Security and the Corpus Supplemental Security, and (c) the **"Bank Accounts"** shall be construed to include the UK Bank Account

#### Definitions

For the purposes of this Form LLMG01, the following words and phrases shall have the meanings set out beside them

**"Chargee"** means Universal Pictures a division of Universal City Studios LLC of Universal Studios, 100 Universal City Plaza, Universal City, California, USA 91608,

**"Corpus"** means Corpus Vivos Productions LLC,

**"Corpus Supplemental Security"** means the deed of supplemental security assignment dated on or about the date of the Deed between the Chargor and Corpus in connection with the Film;

**"FCP Media"** means FCP Media Investments No. 4 Limited (Company number 08245237),

**"FCP Media Supplemental Security"** means the deed of supplemental security assignment dated on or about the date of the Deed between FCP Media and Corpus in connection with the Film;

**"Film"** means the feature length motion picture entitled "Oblivion";

**"Notice and Sweep Instruction"** means the notice and sweep instruction dated on or about the date of the Deed from the Chargor, Corpus, FCP Media and the Chargee to Barclays Bank plc;

**"Original Security"** means the English law security assignment and charge dated 30 October 2012 between the Chargor and the Chargee in connection with the Film;

**"Production Services Agreement"** means the production services agreement between the Chargor and the Chargee dated on or about the date of the Original Security in relation to the Film;

**"PSC"** means Crater Lake Productions, LLC whose principal place of business is at 100 Universal City Plaza, Universal City, California, 91608, USA;

**"Sub Production Services Agreement"** means the sub production services agreement entered into between the Chargor and PSC on or about the date of the Original Security in relation to the Film;

**"UK Bank Account"** means the segregated account of the Chargor with Barclays Bank plc designated as account number 63947855 with sort code 20-78-98, USD BBRE, as such account may be re-designated or renumbered from time to time; and

**"UK Deposit"** means all sums as at the date of the Deed or thereafter standing to the credit of the UK Bank Account (including, without

## LL MG01 - continuation page

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

limitation, any interest credited thereto) including all or any part of  
the money pursuant thereto and the debt represented thereby.



FILE COPY

## **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. OC375293  
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF SUPPLEMENTAL  
SECURITY ASSIGNMENT DATED 12 DECEMBER 2012 AND  
CREATED BY DEAN STREET PRODUCTIONS NO.19 LLP FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO UNIVERSAL PICTURES A DIVISION OF  
UNIVERSAL CITY STUDIOS LLC 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 18 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 DECEMBER  
2012



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES