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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

151

06751947

Name of company

* Hanway Lennon Limited (the "Licensor")

Date of creation of the charge

12 March 2009

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

SECURITY AGREEMENT, ASSIGNMENT AND MORTGAGE OF COPYRIGHT dated 12 March 2009 made between the Licensor and the Secured Party (as defined below) (the "Security Agreement")

Amount secured by the mortgage or charge

The granting by the Licensor to the Secured Party on an exclusive basis and vesting in Secured Party of the Rights during the Term (as more particularly set forth in the Deal Memo), Secured Party's quiet enjoyment thereof, and Secured Party's rights under the Distribution Documents to retain and/or recoup all payments and/or all amounts that Secured Party is expressly entitled to retain or recoup from its authorized exploitation of the Rights.

(Capitalised terms not defined elsewhere in this form 395 are defined in the Schedule attached hereto)

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

The Weinstein Company, LLC of 375 Greenwich Street, 3rd Floor, New York, NY 10013, United States of America (the "Secured Party").

Postcode

Presentor's name address and reference (if any):

Olswang

90 High Holborn
London
WC1V 6XX

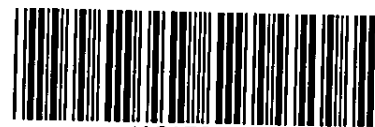
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



AGAZG8BY

A49

20/03/2009

290

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See attached Schedule.

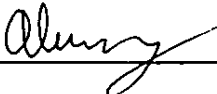
Please do not
write in
this margin

*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

17.3.09

On behalf of [company] ~~XXXXXXXXXXXX~~ †

*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

SCHEDULE TO FORM 395

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Security Agreement unless otherwise specified. References in this Schedule to the Security Agreement or to any other document include reference to the Security Agreement, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

"Collateral" means all those rights in the Picture as more particularly described in Part IV;

"Deal Memo" means the deal memo in respect of the Picture dated as of 10 February 2009 made between the Licensor as licensor and the Secured Party as licensee (and any long-form document, as contemplated by that deal memo, entered into further to record the terms of the licence the subject of the deal memo);

"Distribution Documents" means, together:

- (a) the Deal Memo; and
- (b) acceptance of assignment dated as of February 10, 2009 by and between Licensor, the Secured Party, Aver Media LP, UK Film Council, Film4, North West Vision & Media, Film Finances, Inc., Hanway Lennon Limited and Nowhere Boy Productions Limited (as the same may be amended, supplemented, or modified from time to time, the "Acceptance Agreement");

"Picture" as defined Part IV.

For other definitions please see Part IV to this Schedule.

Part II

Particulars of property mortgaged or charged

Under Clause 3(a) of the Security Agreement, Licensor granted Secured Party a continuing first priority security interest in and copyright mortgage on all of Licensor's right, title and interest of every kind and nature in and to the Collateral.

Part III

95

Licensor's Warranties and Representations:

Under Clause 4 of the Security Agreement Licensor confirmed, warranted and represented to Secured Party that:

- (a) Licensor has full power and authority to enter into this Security Agreement and sign and deliver the financing statements to Secured Party and to perform its obligations hereunder and under the Deal Memo;
- (b) Except for the liens granted to Aver Media LP, UK Film Council, Film4, North West Vision & Media, Film Finances, Inc., Hanway Lennon Limited, LipSync Productions LLP,

Nowhere Boy Productions Limited and Ecosse Films Limited in connection with the financing and production of the Picture, no other security interest has been granted by Licensor which is in conflict with or in any way would interfere with the Rights granted by Licensor to Secured Party;

(c) Licensor has no knowledge of any legal proceedings now pending, threatened or reasonably anticipated against Licensor which might impede performance of Licensor's obligations as to the Picture and shall promptly notify Secured Party if Licensor hereafter learns of any such legal proceedings;

(d) No agreements, understandings or other arrangements have been made or entered into by Licensor which are in, or would in any way, conflict or interfere with the rights granted by Licensor to Secured Party in this Security Agreement, the financing statements or to be granted pursuant to the Distribution Documents. Without limiting the foregoing, Licensor hereby agrees as follows: (i) in any agreement with a third party pursuant to which such third party could obtain control of any of the Collateral, Licensor shall provide that (A) ownership of such collateral shall be vested in Licensor at all times; (B) the third party shall not have the right to encumber or mortgage any Collateral under its control; and (C) upon the default of Licensor under such agreement, the third party shall have no right to revoke, terminate, diminish or enjoin any rights granted to Licensor with respect to the Collateral; and (ii) Licensor shall use its best efforts to enforce its rights under the applicable agreement to the fullest extent in order to protect the Collateral and maintain Licensor's rights in the Collateral and shall not subordinate its rights in the Collateral to any third party; and

(e) Licensor's business (and only business) on the date of this Security Agreement is acquiring and licensing rights in the Picture and otherwise exploiting the Picture, and Licensor will not change the nature of its business or carry on any business other than in relation to the Picture at any time during the Term.

PART IV

DESCRIPTION OF COLLATERAL

The "Collateral" means and includes all of the following, wherever located, whether now in existence or hereafter created, and whether now owned or hereafter acquired:

The Rights (as defined below) in and to that certain theatrical motion picture tentatively entitled "Nowhere Boy" (the "Picture"), and all rights in and relating to the Picture; and

all of the following, solely to the extent necessary for Secured Party to exercise the Rights in the Picture:

- (i) the Picture and all rights in and relating to the Picture;
- (ii) the screenplay upon which the Picture is based (together with all additions, variations and alterations thereto) (the "Screenplay") and all rights in and relating to the Screenplay;
- (iii) all rights in and to any literary, musical, dramatic or other material upon which the Screenplay and/or the Picture is/are based or which is used or included in the Picture, including all preliminary and final scripts, scenarios, screenplays (including the Screenplay), bibles, stories, treatments, novels, outlines, books, titles, concepts, manuscripts or other properties or materials of any kind or nature, and all rights pursuant to any and all documents pursuant to which such Licensor secured any right, title or interest in and to any of the foregoing (collectively, the "Literary Property");

(iv) non-exclusive rights of access to all tangible personal property and physical properties of every kind or nature whatsoever of or relating to the Picture (including, without limitation, (A) all exposed film, developed film, positives, negatives, prints, answer prints, trailers, soundtracks, music and effects tracks, video masters, video and audio recordings (collectively, the "Physical Elements"), and (B) copies of all (1) continuity lists, (2) dialogue lists, (3) spotting lists, (4) synchronization licenses, (5) composers agreements, (6) contracts relating to the acquisition and production of the Picture, (7) cast lists, (8) still photographs and artwork, (9) press books, (10) story synopses, (11) credit requirements lists, (12) posters, (13) advertising, and (14) publicity materials), and all versions thereof and all of Mortgagor's rights of access to and use of the foregoing (collectively and together with the Physical Elements, the "Physical Properties");

(v) the title of the Picture and all marks and devices connected with or related to the Picture or used or to be used in connection with the exploitation of the Picture, and all rights of the Mortgagor to the use of all of the foregoing, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or the rules and principles of law pertaining thereto or to any other applicable statutory, common law, or other rule or principle of law (provided, for the avoidance of doubt, that nothing in this paragraph (e) is intended to include interactive game rights or merchandising rights);

(vi) solely to the extent necessary to exploit the Rights in the Territory during the Term, all statutory and common-law copyrights, domestic and foreign, and all renewals and extensions of any such copyrights, and all rights and interests in such copyrights, renewals and extensions, obtained or to be obtained on or in connection with the Picture or any underlying or component elements of the Picture, including without limitation the Literary Property, together with the right to copyright and all rights to renew or extend such copyrights and the right to sue in the name or names of any one or more of, or all of, Mortgagee's, or in Mortgagor's name, for past, present and future infringements of copyright, upon the Picture and/or the Literary Property and/or any part thereof;

(vii) any security interest, copyright mortgage, mortgage, lien, pledge, charge, encumbrance, limitation, restriction, right, claim, license, lease, sale, purchase or assignment of any kind or nature in, to, of or upon any of the foregoing; and

(viii) all proceeds and products of the items referred to in Paragraphs (i) through (vii).

"Rights" means, on an exclusive basis, all distribution rights in and to the Picture (including, to the extent necessary to exploit the Rights, the copyright therein) during the Term via any media and in any formats or technologies now known or hereafter devised (including without limitation, theatrical, non-theatrical, all forms of home video, all forms of television, online/internet, all forms of video on demand and subscription-on-demand, military and hotels/motels) in all languages (subject to the definition of "Territory" below) in which motion pictures are customarily distributed in the Territory and all rights to advertise, publicize and promote the foregoing in the Territory in any and all media.

"Term" means the term commencing February 10, 2009 and subject to the rights vesting in accordance with the terms of the Deal Memo continuing for 20 years from the earlier of (i) "Delivery" (as defined in the Deal Memo) and (ii) initial release of the Picture in the Territory; provided that if Secured Party has not recouped the sums set forth in Paragraph 5(b)(i), (ii) and (iii) of the Deal Memo at the end of such 20 year period, then the term shall be automatically extended for 5 additional years.

"Territory" means the United States, the Bahamas, Bermuda, the Caribbean, Latin America and German-speaking Europe (including, without limitation, Switzerland solely for German-speaking television and VOD rights), and their respective territories and possessions and armed forces and military installations of the foregoing wherever located throughout the universe, all as defined by IFTA. Notwithstanding anything to the contrary, (i) Secured Party shall not exploit the Picture in Dutch in the Dutch Antilles and acknowledges that its exploitation in the Dutch Antilles shall be non-exclusive solely with respect to the Dutch Language; and (ii) Secured Party shall not exploit the Picture in French in the

French Overseas Departments in the Territory and acknowledges that its exploitation in the French Overseas Departments shall be non-exclusive solely with respect to the French language.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6751947
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT,
ASSIGNMENT AND MORTGAGE OF COPYRIGHT DATED 12
MARCH 2009 AND CREATED BY HANWAY LENNON LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE WEINSTEIN COMPANY, LLC (THE SECURED
PARTY) 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 20 MARCH 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MARCH 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES