

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

058011/26

# 395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

16

06751947

Name of company

\* Hanway Lennon Limited (the "Chargor")

Date of creation of the charge

12 March 2009

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

Security Assignment and Charge dated 12 March 2009 made between the Chargor  
and the Chargee (as defined below) (the "Security Assignment and Charge")

Amount secured by the mortgage or charge

4  
+  
10

The granting by the Chargor to the Chargee on an exclusive basis and  
vesting in the Chargee of the Rights as more particularly set forth in  
the Deal Memo (as defined in the Schedule), the Chargee's quiet enjoyment  
thereof and the Chargee's rights under the Principal Documents (as  
defined in the Schedule) to retain and recoup all payments and all  
amounts that Chargee is expressly entitled to retain or recoup thereunder  
solely from its authorised exploitation of the Rights (as defined in the  
Principal Documents) together with all costs, charges and expenses  
incurred by the Chargee in connection with the protection, preservation  
or enforcement of its rights under the Principal Documents or the  
Security Documents (as defined in the Schedule) (the "Secured  
Obligations")

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 "Chargee").

Postcode

Presenter'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



\*AGAZH8BZ\*

A49

20/03/2009

289

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See attached Schedule.

Please do not  
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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

## Part I

### Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Security Assignment and Charge unless otherwise specified. References in this Schedule to the Security Assignment and Charge or to any other document include reference to the Security Assignment and Charge, 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 Film as more particularly described in Part IV;

**"Deal Memo"** means the deal memo in respect of the Film dated as of 10 February 2009 made between the Chargor as licensor and the Chargee 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);

**"Film"** means the theatrical motion picture currently entitled "Nowhere Boy" to be produced by the Chargor based on the screenplay written by Matt Greenhalgh as more particularly described in the Security Assignment and Charge;

**"Permitted Security"** means the security created by the four deeds of charge and assignment, all dated 6 January 2009, entered into by the Chargor and (i) North West Vision & Media, (ii) the UK Film Council, (iii) Film 4 and (iv) Aver Media LP;

**"Principal Documents"** means, together:

- (a) the Deal Memo; and
- (b) the acceptance of assignment dated [as of 10 February 2009] made between the Chargor, the Chargee, Aver Media LP, the UK Film Council, Film 4, North West Vision & Media, Film Finances Inc., LipSync Productions LLP, Nowhere Boy Productions Limited and Ecosse Films Limited;

**"Security Documents"** means, together, the Security Assignment and Charge and the security agreement, assignment and mortgage of copyright governed by US law granted by the Chargor in favour of the Chargee in respect of the Film;

**"Security Period"** means the period beginning on the date of the Security Assignment and Charge and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged, or satisfied, in full.

In the Security Assignment and Charge (except where the context required otherwise), references to **"copyright"**, **"Film"**, **"sound recordings"**, **"copies of film and sound recordings"** and to all other rights therein mentioned shall (where the context requires or admits) be construed in accordance with the Copyright, Designs and Patents Act 1988 and the covenants implied by Sections 2(1) and 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the assignment thereby created. Notwithstanding the foregoing wherever in the Security Assignment and Charge the word **"Film"** is used and the soundtrack is not expressly referred to such word shall be deemed and construed to include the soundtrack of such Film.

## Part II

### Particulars of property mortgaged or charged

1. Under Clause 3.1 of the Security Assignment and Charge, the Company agreed that all the security created under the Security Assignment and Charge:

- (a) was created in favour of the Chargee for the benefit of the Chargee;
  - (b) was created over present and future assets of the Chargor;
  - (c) was security for all the Secured Obligations;
  - (d) was created by the Chargor to the extent of its interest whether joint or several, legal or beneficial; and
  - (e) was made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
2. Under clause 4 of the Security Assignment and Charge, the Chargor:
- (a) assigned absolutely, subject to a proviso for re-assignment on redemption, to the Chargee with full title guarantee (and insofar as necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright, Designs and Patents Act 1988 as the same may be amended or replaced from time to time) all the Chargor's right, title and interest in and to the Collateral;
  - (b) charged by way of fixed charge all the Chargor's rights title and interest in and to the Collateral to the extent not effectively assigned pursuant to Clause 4.1 of the Security Assignment and Charge (and to the extent that a fixed charge over the Collateral is determined not to be effective as a fixed charge, it is effective as a floating charge).
3. Each item forming any constituent element of the Collateral is deemed to be subject to a separate charge. Without limiting the previous sentence, if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding does not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge).

### **Part III**

#### **Covenants and Restrictions**

1. Under Clause 6 of the Security Assignment and Charge, the Chargor agreed that:
- (a) except for the Permitted Security and the security created by the Security Documents, the Chargor shall not without the prior written consent of the Chargee create or attempt to create or permit to subsist in favour of any person other than the Chargee any security in respect of the Collateral;
  - (b) except as expressly allowed in the Principal Documents or Section 5 of the US law security document described in the definition of "Security Documents", the Chargor shall not without the prior written consent of the Chargee sell, transfer, assign, license, lease or otherwise dispose of or agree to sell, transfer, assign, license, lease or otherwise dispose of the Collateral or any part of an interest in the Collateral.
2. Under clause 7 of the Security Assignment and Charge, the Chargor agreed that it:
- (a) will not change the nature of its business or carry on any business other than in relation to the Film at any time during the Security Period;

- (b) will observe and perform all covenants, burdens, stipulations, requirements and obligations from time to time affecting the Collateral and/or the use, ownership, possession, operation, or other enjoyment or exploitation of the Collateral whether imposed by statute, contract, lease, licence, grant or otherwise, and carry out all registrations or renewals and generally do all other acts and things (including, without limitation, the taking of legal proceedings) necessary or desirable to maintain, defend or preserve its right, title and interest to and in the Collateral without infringement by any third party and will not, except as expressly allowed in the Principal Documents, without the prior written consent of the Chargee enter into any onerous or restrictive obligations affecting any of the same; and
- (c) will not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Chargee of any of the Collateral.

#### PART IV

The "**Collateral**" means and includes all of the following, wherever located, whether in existence at the time of the Security Assignment and Charge or thereafter created, and whether owned at the time of the Security Assignment and Charge or thereafter acquired:

1. The Rights (as defined below) in and to the Film; and
- 1.1 all of the following, but solely to the extent necessary for the Chargee to exercise the Rights in the Film in the Territory during the Term in accordance with the terms of the Deal Memo:
  - (a) the Film and all rights in and relating to the Film;
  - (b) the screenplay upon which the Film is based (together with all additions, variations and alterations thereto) (the "**Screenplay**") and all rights in and relating to the Screenplay;
  - (c) all rights in and to any literary, musical, dramatic or other material upon which the Screenplay and/or the Film is/are based or which is used or included in the Film, 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 Chargor secured any right, title or interest in and to any of the foregoing (collectively, the "**Literary Property**");
  - (d) non-exclusive rights of access to all tangible personal property and physical properties of every kind or nature whatsoever of or relating to the Film (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 Film, (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 Chargor's rights of access to and use of the foregoing (collectively and together with the Physical Elements, the "**Physical Properties**");

- (e) the title of the Film and all marks and devices connected with or related to the Film or used or to be used in connection with the exploitation of the Film, and all rights of the Chargor 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);
- (f) 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 Film or any underlying or component elements of the Film, 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 Chargor's name, for past, present and future infringements of copyright, upon the Film and/or the Literary Property and/or any part thereof;
- (g) 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
- (h) all proceeds and products of the items referred to in Paragraphs (a) through (g).

**"Rights"** means, on an exclusive basis, all distribution rights in and to the Film 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, publicise 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 Film in the Territory; provided that if Chargee 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) Chargee shall not exploit the Film 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) Chargee shall not exploit the Film 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. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT AND  
CHARGE 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 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**