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COMPANIES FORM No. 395

100812/169

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[2][1][1][1]

03647221

Name of company

* Creator Visions Limited (in respect of its interest as a partner of Dean Street Productions No.1 GP) ("Chargor")

Date of creation of the charge

24 December 2008

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

Deed of Guarantee, Security Assignment and Charge (the "Deed") relating to the film provisionally entitled "Iron Man 2" (the "Film") entered into between Dean Street Productions No.1 GP and DS Commissioning LLC ("Chargee")

Amount secured by the mortgage or charge

The due and punctual performance and discharge on demand of all obligations and liabilities which are now or at any time shall become owing by Future Screen Ventures 16 Limited (the "Corporate Member") to DS Studio Lenders LLC (the "Lender") under the Loan Agreement (including, without limitation, repayment by the Corporate Member to the Lender of the Loan).

(All capitalised terms used but not defined herein have the meaning assigned to them in Annex 1 attached to this Form 395)

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

DS Commissioning LLC of 9242 Beverly Boulevard, Suite 350, Beverly Hills, California 90210, United States of America

Postcode

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

Wiggin LLP
95 The Promenade
Cheltenham
Gloucestershire

GL50 1WG

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

WEDNESDAY



AOVZ46BD

A08

07/01/2009

62

COMPANIES HOUSE

190

CHFP025

Please do not write in this margin

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

*insert full name of Company

1 Guarantee and Undertaking

- 1.1 The Chargor has irrevocably and unconditionally guaranteed to the Chargee the due and punctual performance and discharge on demand of all obligations and liabilities which are now or at any time hereafter shall have become owing by the Corporate Member to the Lender under the Loan Agreement (including, without limitation, repayment by the Corporate Member to the Lender of the Loan).
- 1.2 The Guarantee given pursuant to paragraph 1.1 above is given subject to, and with the benefit of the provisions set forth in Schedule 2 of the Deed. Notwithstanding any other provision of the Deed, the total amount recoverable pursuant to paragraph 1.1 above shall be limited to the Chargor's entitlement to Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation in respect of the Film.

(Continued on Continuation Sheet)

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)

N/A

Signed

Wiggin LLP

Date

6 January 2009

On behalf of [company] ~~[mortgagee/chargee]~~ †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 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

COMPANIES FORM 395 (Cont.)

Particulars of a mortgage or charge
(continued)

Short particulars of all the property mortgaged or charged (continued)

Guarantee and Undertaking (continued)

- 1.3 The Chargor as principal obligor and as a separate and independent obligation and liability from its liabilities under Clause 2.1 of the Deed, has irrevocably and unconditionally agreed to indemnify the Chargee in full on demand against all losses, costs and expenses suffered or incurred by the Chargee arising from or in connection with any failure by the Corporate Member to perform and discharge on demand all its liabilities and other obligations to the Lender which are now or at any time hereafter shall have become owing by Corporate Member to the Lender pursuant to the Loan Agreement.
- 1.4 The Chargor shall be liable to make payment under the indemnity contained in Clause 2.3 of the Deed immediately on demand of the amount demanded which shall not exceed an amount equal to the Corporate Member's liabilities to the Lender under the Loan Agreement, together with all costs, expenses, interest and other amounts payable by the Chargor under the Deed.
- 1.5 It shall not be necessary (prior to making demand under Clause 2.1 or Clause 2.3 of the Deed) for the Chargee to make demand on or take proceedings against or take any action to enforce any security given by the Corporate Member.
- 1.6 The Chargor has undertaken to the Chargee that it shall duly and punctually observe and fully perform its obligations under the Production Services Agreement and this Deed.

2 The Chargor's Covenant

In consideration of Lender making or continuing to make available the Loan or any other accommodation to the Corporate Member under the Loan Agreement, the Chargor has covenanted (i) to perform and discharge when due all its obligations under the Commissioning Agreement, (ii) to pay to the Chargee and discharge when due the Debt and (iii) to perform and discharge when due all its obligations under Clause 2 of the Deed.

3 Security Assignment

The Chargor, by way of continuing security for the performance of the Secured Obligations, has assigned 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) subject to the proviso for re-assignment in Clause 11 of the Deed, all of its right, title and interest (if any) both present and future, vested and contingent, statutory and otherwise, in and to the following in relation to:

- 3.1 the entire copyright and all of the Chargor's other rights in and to the Film and all elements contained therein and in any music, music compositions and/or recordings including lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or

- any of the same and other copyright works produced by or for the Chargor in connection with the Film;
- 3.2 the rights of copyright and other rights in all underlying material acquired or created by the Chargor upon which the Film is based including the screenplay for the Film;
- 3.3 all literary, property and ancillary rights (including, without limitation, all publishing, merchandising, remake, sequel and spin-off rights) in the Film;
- 3.4 all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor in so far as they relate to the Film or to any literary property and ancillary, publishing, merchandising and spin-off rights therein and the benefit of and the proceeds of any insurance policies taken out or to be taken out in connection with the Film;
- 3.5 all other rights and tangible and intangible properties created or acquired or to be created or acquired by the Chargor in connection with the Film;
- 3.6 all rights to distribute, lease, license, sell, exhibit, broadcast or otherwise deal with the Film, underlying material and ancillary rights by all methods and means in all media throughout the universe including, without limitation, the Chargor's entitlement to receive all monies and other proceeds derived therefrom;
- 3.7 all the Chargor's rights, interests and benefits in and to (i) the Transaction Documents and all other agreements entered into or to be entered into by the Chargor relating to the Film and the benefit of all income or monies payable to the Chargor in respect thereof to Chargor on or about the date hereof and (ii) solely insofar as they relate to the Corporate Member's entitlement to Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation in respect of the Film as set forth in the Partnership Deed;
- 3.8 the revenues from book debts owed to the Chargor or in respect of, 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, all proceeds, profits and products, whether in money or otherwise, from the 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;
- 3.9 all income and proceeds derived from any and all of the foregoing;

BUT EXCLUDING (a) the benefit of the Production Services Agreement save to the extent it relates to Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation; (b) the benefit of the Partnership Deed save to the extent they relate to Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation; (c) the assets or resources of any member of the Chargor (other than in respect of the Corporate Member, the Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation);

for the Chargee to hold the same absolutely, 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.

4 Charge

4.1 The Chargor, by way of continuing security for the performance of the Secured Obligations, has charged (subject to Clause 11 of the Deed) with full title guarantee by way of first fixed charge in favour of the Chargee, the Chargor's right, title and interest (if any) both present and future, vested and contingent, statutory and otherwise, in and to the following in relation to the Film throughout the universe:

4.1.1 all copies of the Film and any music and/or sound recordings or other works produced in connection with the Film and all materials in tangible or (insofar as not effectively assigned pursuant to Clause 4) intangible form incorporating or reproducing the same or any part or element thereof;

4.1.2 all rights and properties, including, without limitation, physical properties created or acquired or to be created or acquired in connection with the production of the Film;

4.1.3 all sums from time to time standing to the credit of the Chargor in any account into which Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation may be paid;

4.1.4 the revenues from book debts owed to Chargor in respect of, and all income and proceeds of, any or all of the above;

4.1.5 (insofar as not effectively assigned pursuant paragraph 3 above) those items referred to in paragraph 3 above;

4.1.6 any and all chattels in respect of the Film now or hereafter belonging to the Chargor;

4.1.7 (insofar as not effectively assigned pursuant to paragraph 3 above) all rights and claims to which the Chargor is or may become entitled in respect of any policy of insurance in respect of any item charged or assigned hereunder;

4.1.8 the Adjusted Defined Proceeds Participation and Contingent Proceeds Participation;

BUT EXCLUDING (a) the benefit of the Production Services Agreement save to the extent it relates to Adjusted Defined Proceeds Participation and Contingent Proceeds Participation; (b) the benefit of the Partnership Deed save to the extent it relates to Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation; (c) the assets or resources of any member of the Chargor (other than in respect of the Corporate Member, the Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation);

for the Chargee to hold the same absolutely, 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.

4.2 The Chargor, by way of continuing security for the full and timely performance of the Secured Obligations, has charged with full title guarantee in favour of the Chargee by way of floating charge all those rights, properties and the assets comprising the Collateral whatsoever and wheresoever situated both present and future, to the extent not effectively assigned pursuant to paragraph 3 above or charged by way of fixed charge under or pursuant to paragraph 4.1 above and the Chargor agrees not to part with, sell or dispose of the whole or part of said assets (except by way of sale on an arm's length basis 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)

- 4.3 The Chargee shall be entitled by notice in writing to the Chargor to convert the floating charge referred to in paragraph 4.2 above into a specific charge as regards any assets specified in the notice, and in any event the said floating charge shall automatically be converted into a fixed charge as regards all the assets subject to the said floating charge without notice from the Chargee to the Chargor upon the happening of any Event of Default. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Deed.
- 4.4 The Chargor has undertaken to hold upon trust by way of security for the Chargee, the entire interest and benefit of the Chargor (if any) in and to all that Collateral 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 Collateral.
- 4.5 Paragraph 4.3 above shall not apply by reason only of a moratorium being obtained or anything being done with a view to a moratorium being obtained under Section 1A of the Insolvency Act 1986 (as amended).
- 4.6 The Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any Encumbrance upon the whole or any part of the Collateral SAVE FOR the Permitted Encumbrances. Without prejudice to the foregoing, the Chargor has further covenanted with the Chargee that the Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any Encumbrance upon its right, title and interests in and to the Partnership Deed to the extent that they relate to receipts which constitute Adjusted Defined Proceeds Participation and the Contingent Proceeds Participation in relation to the Film SAVE FOR the Permitted Encumbrances.
- 4.7 The security interests in favour of the Chargee created herein shall rank in priority to any other Encumbrances (whether they be fixed, floating or otherwise) created in respect of the Collateral.

Annex 1 - Definitions

"Adjusted Defined Proceeds Participation"	shall have the meaning given to it in the Production Services Agreement;
"Collateral"	the property, assets and interests (whether present or future) hereby charged or assigned or to be charged or assigned or each or any of them or part thereof under the Deed in favour of the Chargee and all other property and assets which at any time are or are required to be assigned or charged in favour of the Chargee under the Deed;
"Contingent Proceeds Participation"	shall have the meaning given to it in the Production Services Agreement;
"Corporate Member Charge"	the deed of security assignment and charge dated on or about the date hereof between the Corporate Member and the Chargee;
"Debt"	all sums from time to time due and payable to Lender under the Loan Agreement and all other sums from time to time due and payable to the Chargee under the Deed including pursuant to the guarantee provisions thereof;
"Encumbrance"	any mortgage, charge, 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, option, right of set off, 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"	shall have the meaning given to it in Clause 6.1 of the Deed;

"Loan"	such principal sum and any and all other amounts paid by the Lender to Corporate Member under the Loan Agreement;
"Loan Agreement"	a loan agreement dated on or about the date of the Deed between Corporate Member and DS Studio Lenders LLC;
"Partnership Deed"	that further amended and restated partnership deed dated 15 December 2008 relating to the Partnership;
"Permitted Encumbrances"	shall mean the encumbrances created by the "Security Documents" (as defined in the Loan Agreement);
"Production Services Agreement"	the production services agreement entered into between the Chargor and Chargee of even date of the Deed;
"Security Documents"	this Deed, the Corporate Member Charge and any other instrument which may have been or is at any time after the date of the Deed executed by the Chargor in favour of the Chargee to guarantee or secure the performance and discharge of the Secured Obligations;
"Secured Obligations"	the Chargor's obligations set out in Clause 3 of the Deed;
"Transaction Documents"	shall have the meaning ascribed to it in the Production Services Agreement.



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

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

COMPANY NO. 3647221
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF GUARANTEE SECURITY
ASSIGNMENT AND CHARGE DATED 24 DECEMBER 2008 AND
CREATED BY CREATOR VISIONS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM FUTURE SCREEN
VENTURES 16 LIMITED TO DS STUDIO LENDERS 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 7 JANUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2009

Pargola



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES