

# M

## 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

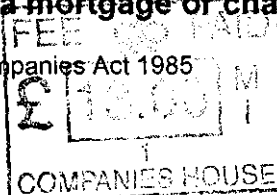
Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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



For official use

[3191]

Company number

05494946

041549/13

Name of company

\* INGENIOUS FILM PARTNERS 2 LIMITED (the "Chargor")

Date of creation of the charge

22 February 2007

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

A deed of security assignment and charge in respect of a film entitled "Big Nothing" (the "Film") dated as above between inter alia the Chargor and the Chargee (as defined below) (the "Deed of Charge").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (actual or contingent) of the Commissioning Distributor to the Chargee under the PFD (as defined below) (including any obligation to pay damages for breach of contract or to make restrictions); and all of the Chargor's present and future obligations and liabilities (actual or contingent) (whether or not for the payment of money and including any obligation to pay damages for breach of contract, any obligation to make restitution and all liabilities acquired by the Chargor from any third party) due, owing or payable to the Chargee under or in connection with any Relevant Agreement (as defined below) and, for the avoidance of doubt, shall include the obligations set out in Clause 2 of the Deed of Charge (the "Secured Obligations")

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

Pathe Productions Limited, a private limited company registered in England and Wales with Company Number 02954212, whose registered office is at Kent House, 14-17 Market Place, London (the "Chargee")

Postcode W1N 8AR

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

Olswang  
90 High Holborn  
London  
WC1V 6XX

JMH/ZCB/AZD/7809.56/2559604/1

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



LD6  
COMPANIES HOUSE

194  
02/03/2007

Short particulars of all the property mortgaged or charged

Please see Schedule 1 attached

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 2/03/07

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

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 1

Capitalised terms used in this Form LLP395 shall (unless otherwise defined in this Form LLP395) have the meanings given to them in Schedule 2.

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

#### 1. ASSIGNMENT

1.1 The Chargor, by way of continuing security for the performance of the Secured Obligations, 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) all of its right, title and interest (present and future, vested and contingent, statutory and otherwise) subject to the proviso for reassignment in clause 10 of the Deed of Charge in and to the following in relation to the Film throughout the world:

1.1.1 the entire copyright and all other rights of the Chargor in and to the Screenplay, all underlying rights upon which the Screenplay is based and 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;

1.1.2 the rights of copyright and other rights in all underlying material acquired or created by the Chargor to enable the Film to be produced and exploited in any and all media and by any and all means now known or invented in the future;

1.1.3 all literary, property and ancillary rights (including, without limitation, all publishing, merchandising, remake, sequel and spin-off rights) in the Film;

1.1.4 all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor relating to the Film or to any literary property and ancillary rights therein and the benefit of any insurance policy taken out in connection with the Film, in each case including, in the case of the Partnership and the Corporate Member, that portion of the Receipts that constitutes the Borrower's Distributable Receipts but excluding any other part of the Receipts;

1.1.5 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;

- 1.1.6 all rights to distribute, lease, licence, 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, in each case including, in the case of the Partnership and the Corporate Member, that portion of the Receipts that constitutes the Borrower's Distributable Receipts but excluding any other part of the Receipts;
- 1.1.7 all the Chargor's rights, interests and benefits in and to the Relevant Agreements in relation to the Film and all other agreements entered into or to be entered into by the Chargor in relation to the Film (including the right to any and all monies payable to the Chargor or to which the Chargor is beneficially entitled thereunder);
- 1.1.8 the benefit of the Collection Agreement and all proceeds therein to which the Chargor is entitled and all monies payable to the Chargor thereunder;
- 1.1.9 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, including, without limitation, 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;

(BUT EXCLUDING the Excluded Assets; the benefit of the Members' Agreement; the Operator's Agreement; the CDA; any Partnership Security Deeds; in respect of the Partnership and the Corporate Member only, save to the extent it relates to the Borrower's Distributable Receipts, the Collection Agreement; any North American Distribution Agreement; any North American Sales Agency Agreement; and (save in respect of the Excess North American Proceeds paid into the Collection Account), the North American Proceeds), 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.

## 2. CHARGE

2.1 The Chargor, by way of continuing security for the performance of the Secured Obligations, charged with full title guarantee by way of first fixed charge in favour of the Chargee, the Chargor's right, title and interest in and to the following throughout the universe in relation to the Film:

- 2.1.1 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 intangible form incorporating or reproducing the same or any part or element thereof;
- 2.1.2 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;
- 2.1.3 all sums from time to time standing to the credit of the Chargor in any Account, and all of the Chargor's interest (but, in the case of the Partnership and the Corporate Member in respect only of the Collection Account, only to the extent of the Borrower's Distributable Receipts) in any proceeds of, any Account;
- 2.1.4 the revenues from book debts owed to the Chargor in respect of, and proceeds of, any or all of the rights charged pursuant to Clauses 2.1.1 to 2.1.3 inclusive above;
- 2.1.5 (insofar as not effectively assigned pursuant to Clause 1) those items referred to in Clause 1;
- 2.1.6 any and all plant and machinery, fixture or equipment or chattels now or hereafter belonging to the Chargor specifically in respect of the Film;
- 2.1.7 (insofar as not effectively assigned pursuant to Clause 1) all rights and claims to which the Chargor is or may become entitled in respect of any policy of insurance in respect of the Film and any item charged or assigned hereunder; and
- 2.1.8 any and all leasehold or freehold land (or the equivalent in any foreign jurisdiction) owned by the Chargor in respect of the Film,

(BUT EXCLUDING the Excluded Assets; the benefit of the Members' Agreement; the Operator's Agreement; the CDA; any Partnership Security Deeds; in respect of the Partnership and the Corporate Member only, save to the extent it relates to the Borrower's Distributable Receipts, the Collection Agreement; any North American Distribution Agreement; any North American Sales Agency Agreement; and (save in

respect of the Excess North American Proceeds paid into the Collection Account), the North American Proceeds), 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.

**3. FLOATING CHARGE**

The Chargor by way of continuing security for the full and timely performance of the Secured Obligations, further charged with full title guarantee in favour of the Chargee by way of first floating charge the assets comprising the Collateral whatsoever and wherever situated both present and future and all of the rights, property and assets referred to in Clauses 1 and 2.1 above solely to the extent that the same may not be validly assigned or charged pursuant thereto, and the Chargor agreed not to part with, sell or dispose of the whole or part of its said undertaking and assets (except by way of sale in the ordinary course of its business and for the purpose of carrying on the same and other than to the Chargee and without prejudice to the above-mentioned first fixed legal charge and assignment). Notwithstanding anything to the contrary set out above, it is acknowledged and agreed by the Chargee that the Excluded Assets shall not form part of the subject matter of the floating charge referred to in this Clause 3.

**4. NEGATIVE PLEDGE**

The Chargor 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 the whole or any part of the Collateral, save as permitted in the Interparty Agreement.

## SCHEDULE 2

### Definitions

|  |  |
|--|--|
| <b>"Account(s)"</b>                        | the Collection Account and each Production Account (as such term is defined in the Interparty Agreement), together with each production bank account established in relation to the Film by and in the name of the Partnership, the Corporate Member and/or the Commissioning Distributor; |
| <b>"Borrower's Distributable Receipts"</b> | has the meaning ascribed to it in the Loan Agreement;  |
| <b>"Canadian PSC"</b>                      | means H2O Motion Pictures (CAN) BN Limited;  |
| <b>"CDA"</b>                               | means the commissioning and distribution agreement dated 3 December 2005 between the Commissioning Distributor and the Partnership by which the Commissioning Distributor commissioned the Partnership to produce, complete and deliver the Film to the Chargee;                           |
| <b>"Collateral"</b>                        | in respect of the Chargor, the property, assets and interests (whether present or future) hereby charged or assigned or purported to be charged or assigned or each or any of them or part thereof by the Chargor under the Deed of Charge in favour of the Chargee;                       |
| <b>"Collected Gross Receipts"</b>          | has the meaning ascribed to it in the Collection Agreement;  |
| <b>"Collection Agent"</b>                  | Freeway CAM BV or such other independent collection agent as may be approved by the Chargee;   |
| <b>"Collection Account"</b>                | the account maintained by the Collection Agent into which all Collected Gross Receipts are to be paid;   |
| <b>Collection Agreement</b>                | the collection agreement relating to the Film dated 3 December 2005 entered into by, amongst others, the Collection Agent and the Chargee;   |

|                                  |   |
|----------------------------------|---|
| "Commissioning Distributor"      | means Big Nothing Limited;  |
| "Corporate Member"               | means the Chargor;  |
| "Encumbrance"                    | any mortgage, charge (fixed or floating), pledge, lien, hypothecation, option, trust, right of set-off or other third party right or interest (legal or equitable), assignment by way of security, reservation of title or any other security interest of any kind or preferential right or arrangement to confer security, in each case howsoever created or arising or any other agreement or arrangement (including, without limitation, a sale and repurchase arrangement) having similar effect and proprietary claims of third parties of whatsoever kind and nature; |
| "Excess North American Proceeds" | has the meaning ascribed to it in paragraph 1.4(b) of Exhibit 8 to the Interparty Agreement;  |
| "Excluded Assets"                | the deposit account opened by Tic Toc Films Limited with ABN Amro Bank NV as the guarantor of the obligations of Tic Toc Films Limited to pay rentals in connection with a sale and leaseback, into which a deposit is to be made to secure the payment of such rentals, the Lessee Account and any account which is a replacement for such deposit account or the Lessee Account, and all monies standing to the credit thereof, and the purchase price payable pursuant to the sale and leaseback in respect of the Film;   |
| "Interparty Agreement"           | the interparty agreement dated on 3 December 2005 between, amongst others, the Chargor and the Chargee;   |
| "IOM PSC"                        | means H2O Motion Pictures (IOM) BN Limited;   |
| "Lessee Account"                 | any bank account opened by Tic Toc Films Limited with the lending back to Tamar Films LLP (the " <b>Purchaser</b> "), being <i>Barclays Bank plc</i> , as security in favour of such lending back for (i) Tic Toc Films Limited's obligations to the Purchaser to make payment of certain rentals (as security for the obligations owing to such lending bank under various loan arrangements provided by such lending bank for financing of the sale and leaseback in respect of the film) and (ii) the obligations owing to such  |



lending bank under various loan arrangements provided by such lending bank for the financing of the sale and leaseback in respect of the film, and any subsequent account performing a similar function, together with all sums from time to time standing to the credit of or earned upon or in relation to any such Lessee Account including all entitlements to interest and other rights and benefits accruing or arising in connection therewith;

**"Members' Agreement"**

the agreement entered into by the Corporate Member and the individual members designated therein;

**"North American Distribution Agreement"**

has the meaning ascribed to it in the Interparty Agreement;

**"North American Proceeds"**

has the meaning ascribed to it in the Interparty Agreement;

**"North American Sales Agency Agreement"**

has the meaning ascribed to it in the Interparty Agreement;

**"Operator's Agreement"**

the agreement dated on or about 3<sup>rd</sup> December 2005 entered into between the Chargee and the Corporate Partner;

**"Partnership"**

means Ingenious Film Partners 2 LLP;

**"Partnership Security Deeds"**

(A) (a) the deed of security assignment and charge between the Partnership and others, as chargee, and the Canadian PSC, as chargor (b) the deed of security assignment and charge between the Partnership as chargee and the Commissioning Distributor, as chargor; and (c) the deed of security assignment and charge between the Partnership, as chargee, the UK Maker and the IOM PSC, as chargors, in each case dated 3 December 2005 and (B) (a) the deed of security assignment and charge between the Partnership and others, as chargee, and the Canadian PSC, as chargor (b) the deed of security assignment and charge between the Partnership as chargee and the Commissioning

Distributor, as chargor; and (c) the deed of security assignment and charge between the Partnership, as chargee, the UK Maker and the IOM PSC, as chargors, in each case dated on or about the date of the Deed of Charge;

**"PFD"**

means the production financing and distribution agreement dated 3 December 2005 between the Chargee and the Commissioning Distributor;

**"Receipts"**

means the share of Collected Gross Receipts and Excess North American Proceeds (each as defined in the Collection Agreement) which the Partnership is entitled to receive in accordance with the terms of the Collection Agreement;

**"Relevant Agreements"**

as defined in the Interparty Agreement;

**"Screenplay"**

as defined in the CDA;

**"UK Maker"**

means H2O Motion Pictures (UK) BN Limited.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05494946

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT AND CHARGE DATED THE 22nd FEBRUARY 2007 AND CREATED BY INGENIOUS FILM PARTNERS 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM BIG NOTHING LIMITED TO PATHE PRODUCTIONS LIMITED ON ANY ACCOUNT WHATSOEVER 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 2nd MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MARCH 2007.

*Handwritten signature*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —