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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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)

Name of company

* INGENIOUS FILM PARTNERS 2 LIMITED

Date of creation of the charge

3 December 2005

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 provisionally 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 amounts owing to the Chargee under the production financing and distribution agreement (the "PFD") dated 3 December 2005 between the Chargee and Big Nothing Limited.

(See the attached Exhibit for definitions of capitalised terms used in this form and not defined in it).

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

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

Olswang
90 High Holborn
London
WC1V 6XX

JMH/RMP/JMB/7809.51/2203326-1

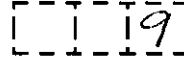
Time critical reference

For official Use (02/0
Mortgage Section

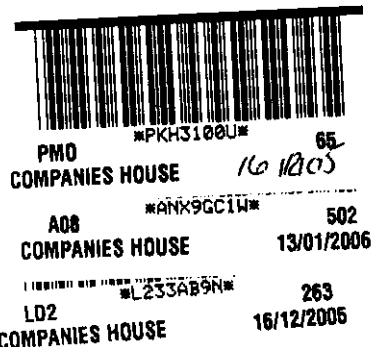


For official use

Company number



05494946



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legibly, preferably
in black type, or
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lettering*

1. **ASSIGNMENT**

1.1 Each 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;

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Oluwara*

Date *16/12/05*

On behalf of ~~XXXXXXXX~~ [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

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

05494946

Name of Company

INGENIOUS FILM PARTNERS 2 LIMITED

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

- 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;

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

- 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 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 Each 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;

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

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 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

Each 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).

4. NEGATIVE PLEDGE

Each 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.

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

Account(s)	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;
Borrower's Distributable Receipts	means (i) 0% if the Borrower's Receipts until such time as the Partnership has received an amount equal to £710,751 (Seven Hundred and Ten Thousand Seven Hundred and Fifty One pounds) and thereafter (ii) 90% of the Borrower's Receipts until such time as the Partnership has received an amount equal to ninety point one per cent (90.1%) of the Approved Budget and thereafter (iii) 30% of the Borrower's Receipts until such time as the Partnership has received an amount equal to one hundred and three point seven five per cent (103.75%) of the Approved Budget and thereafter (iv) 60% of the Borrower's Receipts;
Borrower's Receipts	means 50% of Receipts. For the avoidance of doubt, Borrower's Receipts shall not include any sums payable to the Borrower on a winding-up of the Partnership;
Canadian PSC	means H2O Motion Pictures (CAN) BN Limited;
CDA	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;
Collateral	in respect of a 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 that Chargor under the Deed of Charge in favour of the Chargee;
Collected Gross Receipts	has the meaning ascribed to it in the Collection Agreement;
Collection Agent	Freeway CAM BV or such other independent collection agent as may be approved by the Chargee;
Collection Account	the account maintained by the Collection Agent into which all Collected Gross Receipts are to be paid;
Collection Agreement	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 Ingenious Film Partners 2 Limited;
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;
Interparty Agreement	the interparty agreement dated on 3 December 2005 between, amongst others, the Chargors and the Chargee;
IOM PSC	means H2O Motion Pictures (IOM) BN Limited;

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

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bold block lettering*

Company Number

05494946

Name of Company

INGENIOUS FILM PARTNERS 2 LIMITED

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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 the date of this Deed entered into between the Chargee and the Corporate Partner;
Partnership	means Ingenious Film Partners 2 LLP;
Partnership Security Deeds	(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;
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;

**Secured
Obligations**

(i) all present and future obligations and liabilities (actual or contingent) of the Commissioning Distributor to the Chargee under the PFD (including any obligation to pay damages for breach of contract or to make restrictions); and (ii) in respect of a Chargor, all of that 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 and, for the avoidance of doubt, shall include the obligations set out in the Deed of Charge; and

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bold block lettering*

UK Maker

means H2O Motion Pictures (IOM) 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 3rd DECEMBER 2005 AND CREATED BY INGENIOUS FILM PARTNERS 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE TO PATHE PRODUCTIONS LIMITED 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 16th DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th JANUARY 2006.

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES