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LLP395

Particulars of a mortgage or charge in respect  
of a Limited Liability Partnership

CHFP025

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

Please complete  
in typescript, or  
in bold black  
capitals

LLP Number

OC339129

For official use

171

Full Name of Limited  
Liability Partnership

PHOENIX FILM PARTNERS LLP ("Debtor")

Date of creation  
of the charge

31 March 2009

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

Security Agreement, Assignment and Mortgage of  
Copyright (the "Security Agreement").

Amount secured by the  
mortgage or charge

1. The grant of rights to the Secured Party as  
provided in the Agreement.  
2. The prompt and complete payment and performance in  
full when due of all of the Obligations of Debtor to  
Secured Party as set forth in the Agreement or the  
Security Agreement.  
3. All obligations and liabilities which are now or at  
any time hereafter shall become owing by the Phoenix  
Corporate Member to the Secured Party under the Loan  
Agreement (including without limitation, repayment by  
Phoenix Corporate Member to Secured Party of the Loan.  
(collectively "Secured Obligations")

(All capitalised terms used but not defined herein  
shall be defined in accordance with the definition set  
forth for such term in the "Agreement" (as defined in  
Annex 1)).

Signed

Wiggin LLP

Date

8 April 2009

On behalf of ~~XXXX XXXXXX~~/chargee] (delete as appropriate)

You do not have to give any contact  
information in the box opposite but if you  
do, it will help Companies House to  
contact you if there is a query on the  
form. The contact information that you  
give will be visible to searchers of the

Wiggin LLP  
95 The Promenade  
Cheltenham  
Gloucestershire  
GL50 1WG  
E-mail

Tel +44 (0)1242 224114

When you have completed and signed the form please send it to the  
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

THURSDAY



A30

\*A5NL98VZ\*

09/04/2009

129

COMPANIES HOUSE

Laserform International Ltd

1168257

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

TWENTIETH CENTURY FOX FILM CORPORATION of P.O. Box 900, Beverly Hills, California 90213-0900, USA (\*Secured Party\*).

Short particulars of all the  
property mortgaged  
or charged

(Please see continuation sheet)

Particulars as to  
commission allowance  
or discount (*note 3*)

N/A

## 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 LLP398 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 LLP 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 Form LLP395 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**.

\* As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001

COMPANIES FORM No. LLP395 (Cont.)

Particulars of a mortgage or charge  
(continued)

Continuation Sheet 1  
to Form No LLP395  
Page 1

Name of Company: PHOENIX FILM PARTNERS LLP

LLP Number: OC339129

1. SECURITY INTEREST IN THE PICTURE:

a. Grant: In consideration of and in order to induce Secured Party to enter into the Agreement, Debtor hereby irrevocably grants, transfers, conveys and assigns to Secured Party a continuing first priority and purchase money security interest in and to the items described or referred to in (1) through (9) below associated with or relating to the Picture ("Collateral"), whether now owned or hereafter acquired by Debtor to the extent of Debtor's Interest therein (if any), for the purpose of securing the Secured Obligations as defined in paragraph 3 of the Security Agreement.

- (1) Underlying Properties: All literary, musical, dramatic and other written materials created for the Picture or upon which the Picture is based or which are used in or in connection with the Picture, including, without limitation, rights in the Screenplay and the underlying materials on which the Screenplay is based;
- (2) Physical Properties: All physical properties of every kind or nature relating to the Picture, including without limitation all sets, props, wardrobes, positive and negative film, prints, preparing materials, sound materials, and answer prints relating to the Picture, wherever located or situated;
- (3) Copyrights: All common law and statutory domestic and foreign copyrights, renewals and extensions of copyright relating to the Picture;
- (4) Contract Rights: All insurance, insurance policies, rights derived under contract with writers, performers, directors, producers and others, which rights are necessary or desirable to complete and deliver the Picture and exercise the distribution rights with respect to the Picture, including all rights derived pursuant to security agreements and mortgages of copyright with any person or entity with respect to the Picture;
- (5) Acquisition Rights: The right to exercise distribution rights with respect to the Picture throughout the Universe, including without limitation each and every right set forth in Schedule 8 of the Agreement.

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- (6) Revenues: All rent, revenues, income, compensation or other property from the production, release, sale, distribution, lease, marketing, licensing or exhibition of the Picture;
- (7) Other Items: All accounts, contract rights, insurance and insurance policies, deposit accounts (including without limitation any production accounts), documents, instruments, equipment, chattel paper, all Security Agreements and other security documents (including without limitation the Security Agreement entered into by the Production Company and the benefit of the charge created thereunder), general intangibles, copyrights, goods, and inventory (all as defined in the Code) relating to the Picture;
- (8) Proceeds: All proceeds and products of the items referred to in Paragraphs 1.(a)(1) through 1.(a)(7) above; and
- (9) All the Debtor's rights, interests and benefits in and to the Phoenix Members' Agreement and the Phoenix Operator's Agreement solely insofar as they relate to the Phoenix Corporate Member's entitlement to Borrower's Distributable Receipts (as defined in the Loan Agreement) in respect of the Picture as set forth in the Payment Deed.

PROVIDED THAT there shall be excluded from the Collateral (a) the Phoenix Members' Agreement and the Phoenix Operator's Agreement (in each case save as provided in (9) above); (b) the benefit of the Commissioning and Distribution Agreement (including any and all amounts due or payable to the Debtor thereunder except to the extent of the Borrower's Distributable Receipts (as defined in the Loan Agreement) payable therefrom) and (c) the assets or resources of any member of the Debtor (other than in respect of the Phoenix Corporate Member the Borrower's Distributable Receipts);

AND EXCLUDING the benefit of the Completion Guarantee to the extent that payments made thereunder are made to repay to the Debtor any amounts comprising the Phoenix Initial Funding or the Reduced Phoenix Initial Funding (as applicable) (as both such terms are defined in the Completion Guarantee) except where the enforcement of the Security Agreement results from a Default (as defined in Clause 16.1 of the Agreement) by Debtor unless such Default results directly or indirectly from any default, act or omission of the Secured Party, the Production Services Company or the Completion Guarantor under any of the Relevant Agreements (in which case the benefit of the Completion Guarantee shall be excluded from the Collateral)

#### Definitions

"Agreement" shall mean the Commissioning and Distribution Agreement dated 30 September 2008 (as amended by a deed of amendment of even date of the Security Agreement between inter alia, Debtor and Secured Party) between Big Screen Productions 4 LLP, Big Screen

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Productions 5 LLP, Ingenious Film Partners LLP, Big Screen Productions 7 LLP, Big Screen Productions 8 LLP, Big Screen Productions 9 LLP, Debtor and Secured Party.

"Code" shall mean the Uniform Commercial Code as in effect or relevant jurisdiction

"Phoenix Corporate Member" shall mean Phoenix Film Partners LTD

"Loan Agreement" and "Loan" shall have the meaning ascribed to them in the Agreement

The "Picture" is the theatrical motion picture presently entitled "THE A-TEAM" based on the screenplay written by Kevin Brodbin, Bruce Feirstein, Jayson Rothwell, Michael Brandt & Derek Haas, Lawrence Konner & Mark Rosenthal, Skip Woods and Joe Carnahan & Brian Bloom, based on the television series of the same name, together with the title, themes, plots, contents, characters, characterisations, dialogue, stories, translations, adaptations and all other versions thereof, whether now or hereafter written (the "Screenplay").

All capitalised terms used herein and not otherwise defined shall be defined in accordance with the definition set forth for such term in the Agreement.



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

**Pursuant to section 401(2) of the Companies Act 1985 as applied to  
Limited Liability Partnerships pursuant to Paragraph 4 and  
Schedule 2 of the Limited Liability Partnerships Regulations 2000.**

**LLP NO. OC339129**

**CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT,  
ASSIGNMENT AND MORTGAGE OF COPYRIG DATED THE 31  
MARCH 2009 AND CREATED BY PHOENIX FILM PARTNERS LLP  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE LIMITED LIABILITY PARTNERSHIP AND THE BSP9  
MEMBER TO TWENTIETH CENTURY FOX FILM CORPORATION  
(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 AS APPLIED TO  
LIMITED LIABILITY PARTNERSHIPS PURSUANT TO  
PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY  
PARTNERSHIPS REGULATIONS 2000 ON THE 9 APRIL 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2009**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**