



CHFP041

Please do not
write in
this margin

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

* Insert full name
of company

COMPANIES FORM No. 395

M/C00400071

395**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

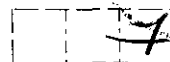
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

10 NOV 2003

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

For official use Company number

Name of company



01653773

* W. & G. Equipment Leasing Limited (the *Company*)

Date of creation of the charge

28 October 2003

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

A debenture dated 28 October 2003 between the Company and SG Leasing (March) Limited (company number 00775046) (the *Lender*) (the *Debenture*)

Amount secured by the mortgage or charge

The payment or discharge of the Secured Liabilities in the manner and the times provided in the Loan Agreement.

Capitalised terms used but not defined in this Form M395 and the Schedules attached hereto shall have the meanings ascribed to such terms in Schedule 2 attached hereto.

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

SG Leasing (March) Limited

SG House, 41 Tower Hill, London

Postcode EC3N 4SG

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

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND EC4Y 1HS
DX 23 LONDON/CHANCERY LANE

For official use
Mortgage section

Post room

LD4
COMPANIES HOUSE0348
10/11/03

Time critical reference
PW/BC/LH

Short particulars of all the property mortgaged or charged

Please see Schedule 1 attached hereto.

Capitalised terms used but not defined in this Form M395 and the Schedules attached hereto shall have the meanings ascribed to such terms in Schedule 2 attached hereto.

Please do not
write in
this margin

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

Signed Freshfields Bruckhaus Deringer Date 10 November 2003

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

*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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

SCHEDULE 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CHARGE, ASSIGNMENT AND MORTGAGE

Charge over certain assets

1.1 Subject to paragraph 1.5 below, as a continuing security for the Secured Liabilities and with full title guarantee the Company charges in favour of the Lender by way of fixed charge:

- (a) all fixed plant and machinery now and in the future belonging to the Company other than fixed plant and machinery (if any) subject to a Further Lease;
- (b) all the goodwill and uncalled capital of the Company present and future;
- (c) all stocks, shares and other securities now and in the future belonging to the Company ;
- (d) all intellectual property rights, choses in action and claims now and in the future belonging to the Company other than intellectual property rights, choses in action and claims which relate to a Further Lease or the assets or property leased thereunder;
- (e) other than any monies standing to the credit of the Rental Collection Account, the VAT Account and the Subsistence Account and other than book debts and other debts which relate to a Further Lease or the assets or property leased thereunder, all book debts and other debts (including any funds standing to the credit of the Company from time to time on any account with the Lender or any other bank or financial institution) now and in the future owing to the Company; and
- (f) to the extent the same are not effectively assigned under paragraph 1.2 below, all right, title and interest in and to the Assigned Agreements.

Assignment

1.2 Subject to paragraph 1.5 below, as a continuing security for the Secured Liabilities and with full title guarantee the Company assigns and agrees to assign absolutely to the Lender by way of security for the payment or discharge of the Secured Liabilities all of its right, title, benefit and interest present and future, whether proprietary, contractual or otherwise under or arising out of or in respect of:

- (a) the Lease Agreements and all sums payable to the Company and any damages due to the Company thereunder;
- (b) the Lease Amendment Agreements;
- (c) the Rental Collection Account;
- (d) the VAT Account;

- (e) the Agreements to Sell and Acquire and all sums of money payable in connection therewith or for any breach thereof;
- (f) the Administration Agreement;
- (g) the Letters of Credit;
- (h) the Parent Guarantees;
- (i) the Group Relief Agreement; and
- (j) the Deed of Assignment.

Mortgage

1.3 Subject to paragraph 1.5 below, as a continuing security for the Secured Liabilities and with full title guarantee the Company:

- (a) mortgages, by way of a first priority mortgage, all of its right, title and interest, present and future, in and to the Mortgaged Equipment in favour of the Lender; and
- (b) assigns and agrees to assign absolutely all of its right, title and interest, present and future, in and to the proceeds of all policies of insurance now or in the future taken out by the Company or a Lessee (to the extent that the Company is named as an insured party under the terms of such insurance) in respect of the Mortgaged Equipment to the Lender, and the benefit of all options and rights devolving upon the Company under any such policies of insurance shall accrue to the Lender.

Floating Charge over remaining assets

1.4 Subject to paragraph 1.5 below as a continuing security for the Secured Liabilities and with full title guarantee the Company charges in favour of the Lender by way of floating charge all the undertaking and all property, assets and rights of the Company present and future wherever situate, not hereby charged by way of fixed charge under paragraph 1.1 above, assigned under paragraph 1.2 above or mortgaged and assigned under paragraph 1.3 above, other than any monies standing to the credit of the Subsistence Account.

Excluded Assets

1.5 Notwithstanding anything in the Debenture to the contrary, the Lender acknowledges and agrees that the Excluded Assets shall not secure the Secured Liabilities and shall not form part of the Secured Property.

2. NEGATIVE PLEDGE AND RESTRICTIONS

2.1 Save as expressly provided for in the Loan Agreement, the Company will not without the prior written consent of the Lender:

- (a) create or permit to arise or continue any other Security Right on or over all or any part of the Secured Property other than Permitted Security Rights;
- (b) other than in relation to the Deed of Acknowledgement and Assignment, deal with the Company's book debts and other debts and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like; or
- (c) other than as contemplated by the Administration Agreement or the Deed of Acknowledgement and Assignment, grant any material time or indulgence or agree to any material variation, amendment, or modification to the Lease Agreements or any insurances effected in respect of the Equipment or release, in whole or in part, any Lessee from any material obligation under them or purport to do any of the above save in relation to the Further Leases and/or the assets and revenue relating thereto or payable thereunder.

3. DEBTS

Trust of proceeds

Unless the Lender agrees otherwise, the Company shall at all times during the continuance of the Debenture hold all monetary proceeds whether in the nature of capital or income received by it as a result of getting in, collecting, selling or otherwise disposing of any of the Secured Property (other than capital or income received by it in respect of a Further Lease) and any cheques, warrants, drafts or other instruments representing any of those proceeds upon trust to be applied at the Lender's option in discharge of the Secured Liabilities.

SCHEDULE 2

DEFINITIONS

Administration Agreement means the administration agreement dated 28 October 2003 between the Manager, the Company and the Lender;

Agreements to Sell and Acquire means the following agreements:

- (a) agreement to sell and acquire relating to the film entitled "Lara Croft Tomb Raider" between the Company and Paramount Pictures Corporation, dated 14 June 2001;
- (b) agreement to sell and acquire relating to the film entitled "Jack and the Beanstalk: The Real Story" between the Company and Don Quixote, Inc dated 29 June 2001; and
- (c) agreement to sell and acquire relating to the film entitled "Eyes Wide Shut" dated 25 June 1999 between the Company and Warner Bros., a division of Time Warner Entertainment Company, L.P., whose rights and obligations were subsequently novated to Warner Bros. Entertainment Inc. pursuant to the Novation Letter;

Assigned Agreements means the Lease Agreements, the Lease Amendment Agreements, the Administration Agreement, the Agreements to Sell and Acquire, the Parent Guarantees, the Letters of Credit, the Group Relief Agreement and the Deed of Assignment;

BP Lease means the hire agreement and the lease agreement both between BP International Limited and the Company and both dated 29 June 1990;

Charges mean the security created by the Company on 28 October 2003 in favour of the Lessees including, without limitation, the following documents dated 28 October 2003:

- (a) the deed of assignment and charge entered into by the Company in favour of Shuteye LLC;
- (b) the deed of assignment and charge entered into by the Company in favour of Grace Productions LLC.; and
- (c) the charge over master negative entered into by the Company in favour of Don Quixote, Inc;

Collateral means the collateral as described in Schedule 3 hereto;

Deed of Acknowledgement and Assignment means the deed of acknowledgement and assignment dated 28 October 2003 and entered into between the Company, Grace Productions LLC, Paramount Pictures Corporation and Worldwide Productions, Inc.;

Deed of Assignment means the deed of assignment dated 25 June 1999 between the Company and Shuteye LLC;

Equipment means the property, rights or machinery the subject of a Lease Agreement and any part thereof (including the Mortgaged Equipment and, in relation to the Film Lease Agreements, the Master Prints) with any replacements, modifications or additions thereto, save to the extent the leasing thereof has been terminated;

Eurotunnel Group means Eurotunnel plc, Eurotunnel SA and their respective Subsidiaries;

Excluded Assets means the Company's right, title, benefit and interest present and future, whether proprietary, contractual or otherwise under, or arising out of or in respect of (i) the Master Prints, (ii) the Licences, (iii) the Subsistence Account (iv) the right, title, benefit and interest assigned or to be assigned by the Company in favour of Worldwide Productions, Inc. pursuant to the Deed of Acknowledgement and Assignment and (v) the Collateral;

Film Lease Agreements means the following leases:

- (a) lease of master negative and sub-licence agreement relating to the film entitled "Lara Croft Tomb Raider" between the Company and Grace Productions LLC. dated 14 June 2001;
- (b) lease of master negative and sub-licence agreement relating to the film entitled "Jack and the Beanstalk: The Real Story" between the Company and Don Quixote, Inc dated 29 June 2001; and
- (c) lease of master negative and sub-licence agreement relating to the film entitled "Eyes Wide Shut" between the Company and Shuteye LLC. dated 25 June 1999,

and **Film Lease Agreement** means any of them;

Finance Documents means the Loan Agreement, the Administration Agreement, the Debenture, the Purchaser Assignment, the Shares Mortgage and any other document identified as such by both the Company and the Lender;

Further Leases means: (i) any leases entered into by the Company as lessor pursuant to the Further Leasing Side Letter; and (ii) any leases to which the Company may become party as lessor with any member of the Eurotunnel Group up to a maximum aggregate expenditure of £20,000;

Further Leasing Side Letter means a letter agreement dated 28 October 2003 between the Company and the Manager in which the Manager has agreed to source assets to be leased by the Company as part of its leasing trade;

Golden Wonder Lease means the master leasing agreement between the Company and Golden Wonder Limited dated 23 May 2001 and the Golden Wonder Lease Contract;

Golden Wonder Lease Contract means Lease Contract No. WE200-0005-0 between the Company and Golden Wonder Limited dated 23 May 2001;

Group Relief Agreement means the agreement relating to the surrender of group relief between the Company and Eurotunnel plc dated 28 October 2003;

Lease Agreements means the Film Lease Agreements, the Golden Wonder Lease and the BP Lease;

Lease Amendment Agreements means the documents described in Schedule 4 hereto;

Lessees means the lessees under the Lease Agreements and **Lessee** means any one of them;

Letters of Credit mean the following letters of credit:

- (a) letter of credit dated 25 June 1999 given by National Australia Bank Limited at the request of Shuteye LLC in favour of the Company;
- (b) letter of credit dated 26 July 2002 issued by Credit Agricole Indosuez at the request of Golden Wonder Limited in favour of the Company;
- (c) letter of credit dated 29 June 2001 given by Westdeutsche Landesbank Girozentrale at the request of Don Quixote, Inc. in favour of the Company; and
- (d) letter of credit dated 14 June 2001 issued by ABN AMRO Bank N.V. at the request of Grace Productions LLC. in favour of the Company;

Licences means the following licence agreements:

- (a) licence agreement relating to the film entitled "Lara Croft Tomb Raider" between the Company and Paramount Pictures Corporation dated 14 June 2001;
- (b) licence agreement relating to the film entitled "Jack and the Beanstalk: The Real Story" between the Company and Don Quixote dated 29 June 2001;
- (c) licence agreement relating to United Kingdom rights to the film entitled "Eyes Wide Shut" dated 25 June 1999 between the Company and Warner Bros., a division of Time Warner Entertainment Company, L.P., whose rights and obligations were subsequently novated to Warner Bros. Entertainment Inc. pursuant to the Novation Letter; and
- (d) licence agreement relating to non-United Kingdom rights to the film entitled "Eyes Wide Shut" dated 25 June 1999 between the Company and Warner Bros., a division of Time Warner Entertainment Company, L.P., whose rights and obligations were subsequently novated to Warner Bros. Entertainment Inc. pursuant to the Novation Letter;

Loan Agreement means the loan agreement dated 28 October 2003 between the Company and the Lender, as from time to time amended;

Manager means SG Leasing (December) Limited, a private limited liability company registered under company number 01219880;

Master Prints means the following assets:

- (a) the assets comprising the "Master Print" relating to the film entitled "Eyes Wide Shut" as described in Schedule 5 hereto;
- (b) the assets comprising the "Master Negative" and the "Rights" relating to the film entitled "Lara Croft Tomb Raider", each as described in Schedule 6 hereto; and
- (c) the assets comprising the "Master Print" relating to the film entitled "Jack and the Beanstalk: The Real Story" as defined in Schedule 7 hereto;

Mortgaged Equipment means:

- (a) the goods leased under the Golden Wonder Lease Contract and described in Schedule 8 hereto together with all replacements, renewals and component parts thereof and all additions and accessories thereto which form an integral part thereof; and
- (b) the Plant;

Novation Letter means the letter dated 28 March 2003 from Time Warner Entertainment Company L.P. to the Company setting out the agreement of the signatories thereto in relation to:

- (a) the novation and/or assignment to Warner Bros. Entertainment Inc. of all rights and obligations of Warner Bros., a division of Time Warner Entertainment Company L.P. under various operative documents with respect to the Film Lease Agreement relating to the film entitled "Eyes Wide Shut"; and
- (b) the novation to Warner Communications Inc. of all rights and obligations of Time Warner Entertainment Company L.P. under the Parent Guarantee dated 25 June 1999;

Parent Guarantees means the following guarantees:

- (a) guarantee and indemnity dated 14 June 2001 given by Viacom Inc. in favour of the Company;
- (b) guarantee and indemnity dated 29 June 2001 given by Hallmark Entertainment, LLC (as successor to Hallmark Entertainment Inc.) in favour of the Company;
- (c) guarantee and indemnity dated 25 June 1999 in favour of the Company originally given by Time Warner Entertainment Company L.P., whose rights and obligations were subsequently novated to Warner Communications Inc. pursuant to the Novation Letter;
- (d) guarantee dated 29 June 1990 given by The British Petroleum Company p.l.c. in favour of the Company; and

- (e) guarantee dated 29 July 2002 given by The Snack Factory Limited in favour of the Company,

and **Parent Guarantee** means any one of them;

Permitted Security Rights means (1) liens and rights of set-off securing obligations which are not overdue beyond their standard payment dates or arising by operation of law or (2) Security Rights granted under the Finance Documents or with the prior written approval of the Lender or (3) the Charges and any further Security Rights granted by the Company pursuant to the terms of the Charges;

Plant means the plant located at Salt End, Hull described in Schedule 9 hereto, including all accessories thereon and fittings thereto, and substitutions, additions, renewals and replacements therefor made from time to time in accordance with the Lease Agreement dated 29 June 1990 between the Company and BP International Limited;

Purchaser means Cheriton Resources 9 Limited, a private limited liability company registered under company number 04663995;

Purchaser Assignment means the security assignment given by the Purchaser in favour of the Lender dated 28 October 2003;

Rental Collection Account means the account in the name of the Company number 01000399 with Société Générale, London Branch situated at SG House, 41 Tower Hill, London EC3N 4SG having a sort code 23-63-91, or such other account designated by the Lender and including any other account which may be opened in the place of such account, irrespective of the number or designation of such replacement account, and any sub-account of that account or such replacement account;

Secured Liabilities means all or any monies liabilities and obligations which are or will become (and whether on or at any time after demand) due, owing or incurred in whatsoever manner to the Lender by the Company under the Loan Agreement, whether actually or contingently, solely or jointly and whether as principal or surety, and so that interest shall be computed and compounded in accordance with the Loan Agreement as well after as before any demand made or judgment obtained under the Debenture;

Secured Property means the property, assets and undertaking mortgaged, assigned or charged by the Company under the Debenture and references to the **Secured Property** include any part of it;

Security Right means any mortgage, charge, security, pledge, lien, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking;

Shares Mortgage means the shares mortgage given by the Purchaser in favour of the Lender on 28 October 2003;

Subsidiary shall have the meaning given to it in Section 736 of the Companies Act 1985 (including any Subsidiary acquired after the date of the Debenture) and **Subsidiaries** means all or any of them, as appropriate;

Subsistence Account means the account of the Company number 01000408 with Société Générale, London Branch, Sort Code 23-63-91 into which the Tranche 3 Advance is to be paid and including any other account which may be opened in the place of such account, irrespective of the number or designation of such replacement account, and any sub-account of that account or such replacement account;

Tranche 3 Advance means an advance (as from time to time reduced by repayment in accordance with the terms of the Loan Agreement) made or to be made by the Lender under the Loan Agreement and specified in a Tranche 3 Drawdown Notice;

Tranche 3 Drawdown Notice means a notice requesting a Tranche 3 Advance substantially in the form set out in Schedule 4 to the Loan Agreement; and

VAT Account means the account of the Company number 01000404 with Société Générale, London Branch, Sort Code 23-63-91 and including any other account which may be opened in the place of such account, irrespective of the number or designation of such replacement account, and any sub-account of that account or such replacement account.

SCHEDULE 3

COLLATERAL

1. All of the Company's right, title and interest in and to the theatrical motion picture entitled "**LARA CROFT: TOMB RAIDER**" (the **Photoplay**) and the **Master Negative** of and the **Rights** in (as each are defined below), the Photoplay and any and all sums obtained from the distribution, exhibition of, or otherwise in respect of, the Photoplay together with the following rights granted to the Grace Productions LLC (the **Secured Party**) pursuant to the Lease of Master Negative and Sub-Licence Agreement dated 14 June 2001 as amended (**Lease**) between the Company and Secured Party, derived from the Company's ownership of the Master Negative and licence to it of the Rights: (i) the lease to Secured Party of the Master Negative; (ii) the exclusive licence to Secured Party of the Rights: (iii) the grant and assignment to Secured Party of the unfettered right to retain for Secured Party's own account all proceeds and income generated by distribution and exploitation of the Photoplay, wherever earned, throughout the term of the Lease (the **Exploitation Revenue Grant**); and (iv) the appointment of Secured Party as exclusive agent for sale following expiration or termination of the Lease of the Master Negative and the licence of the Rights (the **Sales Agent Appointment**). The lease of the **Master Negative**, the exclusive licence of the **Rights**, the **Exploitation Revenue Grant** and the **Sales Agent Appointment**, in each case in favour of Secured Party, are hereinafter together defined as **Lessee Secured Rights**. Notwithstanding anything to the contrary in this Schedule 3, the following shall not constitute Collateral; all of the Company's right, title and interest in and to:

- (a) the Lease;
- (b) the agreement to sell and acquire relating to the film entitled "Lara Croft Tomb Raider" between the Company and Paramount Pictures Corporation, dated 14 June 2001;
- (c) the guarantee and indemnity dated 14 June 2001 given by Viacom Inc. in favour of the Company; and
- (d) letter of credit dated 14 June 2001 issued by ABN AMRO Bank N.V. at the request of Grace Productions LLC. in favour of the Company.

For all purposes of this Schedule 3 the **Master Negative** and the **Rights** shall have the meaning set out in Schedule 6.

2. As used in this Schedule 3, the term **Photoplay** includes, without limitation, the scenario, screenplay or script upon which the Photoplay is based, all of the properties thereof, tangible and intangible, whether now in existence or hereafter made, whether or not in possession of the Company, wherever situated or located, and whether now owned or hereafter acquired by the Company, and all rights therein and thereto, of every kind and character, including, without limitation, each and all of the following particular rights and properties:

- (a) the Photoplay, including all scenarios, screenplays and scripts at every stage thereof;
- (b) all common law or statutory copyright and other rights in all literary and other properties (hereinafter "**said literary properties**") which form the basis of the Photoplay or which are incorporated in the Photoplay, all component parts of

the Photoplay, consisting of said literary and other properties, all motion picture rights in and to the story, all treatments of said story and other literary material, together with all preliminary and final screenplays used in connection with the Photoplay, and all other literary material upon which the Photoplay is based or from which it is adapted;

- (c) all motion picture rights in and to all music and musical compositions used in the Photoplay; including, without limitation, all rights to record, rerecord, produce, reproduce or synchronize all of said music and musical compositions in and in connection with motion pictures;
- (d) all tangible personal property relating to the Photoplay, including, without limitation, all exposed film, developed film, positives, negatives, prints, positive prints, answer prints, special effects, mattes, pre-print materials (including interpositives, duplicate negatives, internegatives, colour reversals, intermediates, lavenders, fine grain master prints and matrices, and all other forms of pre-print elements), soundtracks, cutouts, trims and any and all other physical properties of every kind and nature relating to the Photoplay, whether in completed form or otherwise, and all masters, duplicates, drafts, versions, variations and copies thereof, in all formats, whether on film, videotape, disk or otherwise and all music sheets and promotional materials relating to the Photoplay;
- (e) all collateral, allied, subsidiary and merchandising rights appurtenant or related to the Photoplay (to the extent the Company received such rights from its predecessor-in-interest or came into possession of such rights) now or hereafter owned or controlled by the Company including, without limitation, the following rights: all rights throughout the world to broadcast, transmit and reproduce by means of television (including commercially sponsored, sustaining and subscription or "pay" television) or by any process analogous thereto, now known or hereafter devised, the Photoplay; all rights, if any, acquired in making the Photoplay to produce primarily for television or similar use, a motion picture or series of motion pictures, by use of film or any other mechanical or digital recording device now known or hereafter devised, based upon the Photoplay, said literary property or any part thereof, including any script, scenario or the like used in the Photoplay; all merchandising rights including, without limitation, all right to use, exploit and license others to use and exploit any and all commercial tieups of any kind arising out of or connected with said literary properties, the Photoplay, the title or titles of the Photoplay, the characters of the Photoplay or said literary properties and/or the names or characteristics of said characters, and including further any and all commercial exploitation in connection with or related to the Photoplay;
- (f) all rights (apart from those rights granted to the Secured Party pursuant to the Lease) to distribute, sell, rent license the exhibition of and otherwise exploit and turn to account the Photoplay, the negatives, soundtracks, prints and motion picture rights in and to said story, other literary material upon which the Photoplay is based or from which it is adapted, and said music and musical compositions used or to be used in the Photoplay;
- (g) any and all sums, proceeds, money, products, profits or increases, including money profits or increases (as those terms are used in the *Uniform Commercial Code of the State of New York* or otherwise) or other property

obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Photoplay or any part of the Photoplay, including without limitation, all proceeds, profits, products and increases, whether in money or otherwise, from the sale, rental or licensing of the Photoplay and/or any of the elements of the Photoplay including from collateral, allied, subsidiary and merchandising rights;

- (h) to the extent Company owns such interests, the dramatic, non-dramatic, stage, television radio and publishing rights, title and interest in and to the Photoplay;
- (i) the title of the Photoplay and all rights to the exclusive use thereof including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or the rules and principles of law of any other applicable statutory, common law, or other rule of principle of law;
- (j) any and all contract rights and/or chattel paper which may arise in connection with the Photoplay;
- (k) all accounts and/or other rights to payment which the Company presently owns or which may arise in favor of the Company (but only in connection with the Photoplay), in the future, including, without limitation, all accounts and/or rights to payment due from exhibitors or subdistributors in connection with the distribution of the Photoplay, and from exploitation of any and all of the collateral, allied, subsidiary, merchandising and other rights in connection with the Photoplay;
- (l) any and all *general intangibles* with respect to the Photoplay (as the term is defined in the *Uniform Commercial Code of the State of New York*) not elsewhere included in this Schedule 3, including without limitation, any and all general intangibles consisting of any right to payment which may arise in the distribution or exploitation of any of the rights set out herein, and any and all general intangible rights in favour of the Company or the Secured Party for services or other performances by any third parties, including actors, writers, directors, individual producers and/or any and all other performing or non-performing artists in any way connected with the Photoplay, any and all general intangibles related to, or which grow out of, the exploitation of any and all other rights in the Photoplay set out in this Schedule 3;
- (m) any and all goods, including inventory (as that term is defined in the *Uniform Commercial Code of the State of New York*) which may arise in connection with the creation; production or delivery of the Photoplay and which are owned by or licensed to the Company pursuant to the Agreement to Sell and Acquire relating to the film "Lara Croft Tomb Raider, the Licence Agreement relating to the film entitled "Lara Croft Tomb Raider" and the Lease each, as amended, or otherwise;
- (n) all and each of the rights, regardless of denomination, which arise in connection with the creation, production, completion of production, delivery, distribution, or other exploitation of the Photoplay, including, without limitation, any and all rights in favour of the Company and/or the Secured Party, the ownership or control of which are or may become necessary or desirable, in the opinion of Secured Party, in order to commence, continue to distribute or otherwise exploit the Photoplay;

- (o) any and all documents issued by any pledgeholder or bailee with respect to the Photoplay, the negatives, soundtracks or prints (whether or not in completed form) with respect thereto;
- (p) any and all rights of the Company arising under the Licence Agreement relating to the film entitled "Lara Croft Tomb Raider"; and
- (q) the Lessee Secured Rights.

3. Where the term *motion picture rights* appears in this Schedule 3, such term shall be deemed to include, without limitation, all and exclusive motion picture rights and the exclusive right to televise the Photoplay forever and throughout the world, together with such other related and incidental rights (beyond those rights specifically included herein) as are customary and usual in the motion picture and television industry, including, without limitation, the right, for advertising and exploitation purposes, to make, publish and copyright, or cause to be made, published and copyrighted, serially or otherwise, in any and all languages, synopses, scenarios and fictionalised versions of the Photoplay, with or without illustrations of any type or kind whatsoever, and picture books, comic books and cartoon strips, with or without literary matter, captions or dialogue, based upon, adapted from or suggested by the Photoplay, and the right, throughout the world to broadcast by radio broadcasting, excerpts and condensations of the Photoplay, for advertising and exploitation purposes only, on commercial and sustaining programs, by means of electrical transcriptions or otherwise. The television rights covered hereby shall include all and exclusive rights, whether now or hereafter known, to televise the Photoplay and/or any or all of the literary material, music and musical compositions referred to herein, by actors performing in the immediate presence of an audience and/or film, digital disk or tape (expressly including, but not limited to, kinescope or other film, digital disk or tape recording) by any method or means of exhibition or transmission now or hereafter known, including exhibition on "pay" or "toll" television.

SCHEDULE 4

LEASE AMENDMENT AGREEMENTS

1. Deed of amendment relating to the film "Eyes Wide Shut" dated 28 October 2003 between the Company, Warner Bros. Entertainment Inc. Shuteye LLC and Warner Communications Inc.
2. Deed of amendment relating to the licence agreement relating to the film "Lara Croft Tomb Raider" dated 28 October 2003 between the Company and Paramount Pictures Corporation.
3. Deed of amendment relating to the agreement to sell and acquire the master negative relating to the film "Lara Croft Tomb Raider" dated 28 October 2003 between the Company and Paramount Pictures Corporation.
4. Deed of amendment relating to the lease of master negative relating to the film "Lara Croft Tomb Raider" dated 28 October 2003 between the Company and Grace Productions LLC.
5. Deed of Confirmation in respect of the guarantee and indemnity dated on or about the date 28 October 2003 between Viacom Inc. and the Company.
6. Amendment and consent agreement relating to the film "Jack and the Beanstalk: The Real Story" dated 28 October 2003 between the Company, Don Quixote, Inc. and Hallmark Entertainment, LLC.
7. Amendment agreement relating, inter alia, to a lease agreement in respect of certain plant located at Salt End, Hull dated 28 October 2003 between the Company, BP International Limited and BP p.l.c..
8. Notice from the Company to Golden Wonder Limited dated 28 October 2003.
9. Acknowledgement from Golden Wonder Limited to SG Leasing (March) Limited and the Company dated 28 October 2003.

SCHEDULE 5

MASTER PRINT RELATING TO THE FILM ENTITLED "EYES WIDE SHUT"

1. **Master Print** means the Rights and the Master Negative as defined below.

- 1.1 **Rights** means by way of the Film (as defined below) only but not otherwise and excluding, for the avoidance of doubt, all prequel, sequel and remake rights in the Film and the Underlying Rights (as defined below), the sole and exclusive rights, licence and privilege, but not the obligation, arising under copyright and otherwise, throughout the Territory (as defined below) to exhibit, distribute, market, exploit, sell, advertise, publicise, dispose of, turn to account or otherwise deal in or with the Film or any part or parts thereof including, but not limited to, all sound and music contained therein, clips and excerpts therefrom and trailers thereof, in any and all forms and manner, lengths and languages, all versions, sizes and gauges of film or other material, by any and every means, method, process or device now known or which may hereafter be discovered, invented, developed, devised or created (including, without limitation, by means of film, tape, wire, discs, cartridges, cassettes and other forms of video devices); and in any and all markets including, without limitation, theatrical, non-theatrical, television (whether so-called "free", "pay", "pay-per-view", video on demand and near video on demand, "cable", or "subscription" television, or otherwise and whether broadcast or transmitted, in whole or in part, by means of cable, wire or other device), home showings, educational, and industrial markets and to exercise or refrain from exercising the rights and enjoy the economic benefits pertaining thereto and digitalisation, including Distribution Rights, Rental Rights, Lending Rights, Importation Rights (all as defined below), rights to collect all video levies, and digitalisation and to perform all sound and music synchronised therewith and, without limiting the generality of the foregoing, means the right:
- (a) to select, designate or change the title of the Film and to release the Film in any and all parts of the Territory under such title or titles as the Company (including, for the purposes of this Schedule 5, its successors, permitted assigns and transferees) may designate, in its sole discretion;
 - (b) subject to any restrictions contained in the agreements for the services of the persons referred to in sub-paragraph (c) below to make any and all changes, modifications, additions (including, but not limited to, narration) alterations, interpolations and eliminations in the Film and any trailers thereof which the Company shall, in its sole discretion, determine to be necessary, or desirable including, without limitation, to re-cut, edit, re-edit, add to, delete from and re-record, rescore, dub and/or remake and/or reorganise the Film or any parts thereof, and make foreign versions (including titles, super-imposed and dubbed versions) and shorter versions of the Film;
 - (c) to use for any purpose, or dispose of, any and all (i) physical properties acquired for the Film, and (ii) sound effects tracks, dialogue tracks, process keys and background and such portions of the Film as finally edited as may be desirable by the Company for inclusion in stock shot, process shot, sound effects and music libraries;

- (d) to cause or permit the interpolation of advertising material at intervals during, or after, the television, cable or similar exhibition of the Film and to otherwise conform to the needs, practices and customs of such exhibitions;
- (e) to manufacture and procure such positive prints, preprint and other materials, and to cause the performance of such laboratory work with respect to the Film, as the Company may require, and to cause trailers of the Film to be produced, manufactured, exhibited and distributed by every means, method or device now or hereafter known. Release prints (and other materials) of the Film may be obtained by the Company from such laboratory or laboratories as the Company may determine, in its sole discretion;
- (f) to cause to be manufactured and distributed advertising accessories of all types and kinds (including lithographs, lobby displays, slides, souvenir programs and booklets);
- (g) to advertise, publicise and exploit the Film, and the production of the Film, by such means, methods and devices, in such media, and to such an extent, as the Company shall determine in its sole discretion, including, without limitation, by or with announcement books, billboards, publicity, stills, press books, synopses, publications, co-operative advertising and/or any other advertising with or for exhibitors, fan magazines, heralds, posters, road displays and other publications of every kind, trade show, field exploitation, trailer, radio and television exploitation, publicity, commercial advertising tie-ups and advertising, exploitation and promotion by and through any other media whatsoever;
- (h) subject to any restrictions contained in the agreements for the services of the persons mentioned below or the terms of any applicable guild union or collective bargaining agreement to issue and authorise advertising and publicity and to use, produce, transmit, broadcast, exploit, publicise, exhibit and control in connection with the production, distribution, exhibition, advertising and exploitation of the Film, the names, photographs, likenesses, voices and other sound effect, as well as recordings, transcriptions, films and other reproductions hereof, of the director, all members of the cast, and all other persons rendering services in connection with the Film including all so-called commercial tie-ups and by-product rights, and, for the purpose of advertising the Film, to broadcast by radio and television by living actors, electrical transcriptions, film or otherwise, in any language and to publish or cause to be published synopses, resumes, abridgements, fictionalisations or novelisations thereof;
- (i) by way of the Film but not otherwise to publish, market and exploit all music or lyrics written for or in connection with the Film and any and all rights therein;
- (j) by way of the Film but not otherwise to use and license any other persons, firm or corporation to use all or any part of the sound recordings made for the Film and/or all or any part of the musical scores and individual parts used in, or in connection with, the Film for the purpose of producing or reproducing, tape, wire or other recordings of any kind, for any purpose;

- (k) by way of the Film but not otherwise subject to any restrictions contained in the agreements or services of the persons mentioned below or the terms of any applicable guild union or collective bargaining agreement to use, employ, merchandise and exploit the name of the Film and all of the characters, situations, objects, properties, wardrobe, designs, equipment or events depicted, described or portrayed in the Film; and
- (l) to reproduce, perform, broadcast and transmit the Underlying Rights and to let or hire the Master Negative, or by way of trade offer to expose for hire copies of the Film incorporating the Underlying Rights; to adapt the Underlying Rights insofar as they are contained in the Film by making translations thereof into any language and insofar as the same consists of musical works, by making an arrangement or transcription of the Underlying Rights prepared for the Film; for the purpose only of exploiting or publicising the Film, to perform excerpts from the Underlying Rights on live radio or live television; and to cause, authorise or permit the exercise of any of the foregoing by any other person, firm or company, subject to any restrictions imposed thereon.

1.2 **Master Negative** means:

- (a) 35mm original picture negative of the final conformed feature film on polyester stock without defects containing English main and end titles fully edited and finalised by the production company as approved at the answer print stage together with the colour correcting disc (timing lights);
- (b) 35mm quad optical soundtrack negative on polyester stock which is in synchronisation with the above picture negative and conformed with SR/SRD/DTS/SDDS digital soundtrack of the English version (DTS gold master to be included);
- (c) Tascam – SRD 6 track final mix – reels 1 to 9;
- (d) Tascam – SRD 6 track M & E – reels 1 to 9;
- (e) Tascam – Dolby SR analogue 4 track M & E – reels 1 to 9;
- (f) Tascam – DME – reels 1 to 9;
- (g) Tascam – SVA 2 track – reels 1 to 9; and
- (h) Akai MO disc – 1 box final mixes.

2. For the purposes of this Schedule 5, the following capitalised terms shall have the following meanings:

Distribution Rights mean the rights established under law to authorise or prevent any act where ownership or possession of one or more copies of a work changes or change hands;

Film means the full length colour theatrical film tentatively entitled Eyes Wide Shut (Short particulars – director: Stanley Kubrick, executive producer: Jan Harlan,

principal cast: Tom Cruise and Nicole Kidman, rating: not more restrictive than 18, language: English), including any and all sound recordings included in the soundtrack of the film and any and all excerpts from sound recording and/or other films incorporated therein;

Importation Rights mean the rights established under law of an author or copyright proprietor to authorise or prevent the importation of a work into a specified jurisdictions;

Lending Rights mean the rights established under law of an author or copyright proprietor to authorise or prevent the transfer of possession of a copy of a work for a limited period of time, for non-profit making purposes, by an institution the services of which are available to the public, such as a public library or archive;

Rental Rights mean the right established under law of an author or copyright proprietor to authorise or prevent the transfer of possession of a copy of a work for a limited period of time for commercial purposes;

Territory means the world; and

Underlying Rights mean any and all rights of copyright, trademark, patent, or moral rights or intellectual property rights or other rights of whatsoever nature in any literary, dramatic, musical or artistic material incorporated in the Film.

SCHEDULE 6

MASTER NEGATIVE AND RIGHTS RELATING TO THE FILM ENTITLED "LARA CROFT TOMB RAIDER"

1. **Master Negative** means the physical material comprising of:
 - (a) 35mm original picture negative of the final conformed film without defects containing English main and end titles fully edited and finalised by production company as approved at the answer print stage together with the colour correcting disc (timing lights);
 - (b) 35mm Dolby SR. SR-D, DTS, and SDDS soundtrack negative which is in synchronisation with the above picture negative and conformed Dolby SR soundtrack of the English version; and
 - (c) 35mm original picture negative, textless, of any title backgrounds.

2. **Rights** means by way of the Film (as defined below) only but not otherwise and excluding, for the avoidance of doubt all prequel sequel and remake rights in the Film and Underlying Rights (as defined below) and subject to all and any restrictions contained in the agreements for the services of persons rendering services to or in connection with the Film including without limitation the director and all members of the cast or the terms of any applicable guild, union or collective bargaining agreement or otherwise the sole and exclusive rights, licence and privilege, but not the obligation, arising under copyright and otherwise, throughout the Territory (as defined below) to exhibit, distribute, market, exploit, sell, advertise, publicise, dispose of, turn to account or otherwise deal in or with the Film or any part or parts thereof including, but not, limited to, all sound and music contained therein, clips and excerpts therefrom and trailers thereof, in any and all forms and manner, lengths and languages, all versions, sizes and gauges of film or other material, by any and every means, method, process or device now known or which may hereafter be discovered, invented, developed, devised or created (including, without limitation, by means of film, tape, wire, discs, cartridges, cassettes and other forms of video devices): and in any and all markets including, without limitation, theatrical, non-theatrical, television (whether so-called "free", "pay", "pay-per-view" video on demand and near video on demand, "cable", or "subscription" television, or otherwise and whether broadcast or transmitted, in whole or in part, by means of cable, wire or other device), digitalisation, home showings, educational, and industrial markets and to exercise or refrain from exercising the rights and enjoy the economic benefits pertaining thereto, including Distribution Rights, Rental Rights, Lending Rights, Importation Rights (all as defined below), rights to collect all video levies, and to perform all sound and music synchronised therewith and, without limiting the generality of the foregoing, means the right:
 - (a) to select, designate or change the title of the Film and to release the Film in any and all parts of the Territory under such title or titles as the Company (including, for the purposes of this Schedule 6, its successors, permitted assigns and transferees) may designate, in its sole discretion;

- (b) subject to any restrictions contained in the agreements for the services of the persons referred to in sub-paragraph (h) below to make any and all changes, modifications, additions (including, but not limited to narration) alterations, interpolations and eliminations in the Film and any trailers thereof which the Company shall, in its sole discretion, determine to be necessary or desirable including, without limitation, to re-cut, edit, re-edit, and to, delete from and re-record rescore, dub and/or remake and/or reorganise the Film or any parts thereof, and make foreign versions (including title, super-imposed and dubbed versions) and shorter versions of the Film;
- (c) to use for any purpose, or dispose of, any and all (i) physical properties acquired for the Film; and (ii) sound effects tracks, dialogue tracks, process keys and background and such portions of the Film as finally edited as may be desirable by the Company for inclusion in stock shot, process shot, sound effects and music libraries;
- (d) to cause or permit the interpolation of advertising material at intervals during, or after, the television, cable or similar exhibition of the Film and to otherwise conform to the needs, practices and customs of such exhibitions;
- (e) to manufacture and procure such positive prints, preprint and other materials, and to cause the performance of such laboratory work with respect to the Film, as the Company may require, and to cause trailers of the Film to be produced, manufactured, exhibited and distributed by every means, method or device now or hereafter known. Release prints (and other materials) of the Film may be obtained by the Company from such laboratory or laboratories as the Company may determine, in its sole discretion;
- (f) to cause to be manufactured and distributed advertising accessories of all types and kinds (including lithographs, lobby displays, slides, souvenir programmes and booklets);
- (g) to advertise, publicise and exploit the Film, and the production of the Film, by such means, methods and devices, in such media, and to such an extent, as the Company shall determine in its sole discretion, including, without limitation, by or with announcement books, billboards, publicity, stills, press books, synopses, publications, co-operative advertising and/or any other advertising with or for exhibitors, fan magazines, heralds, posters, road displays and other publications of every kind, trade show, field exploitation, trailer, radio and television exploitation, publicity, commercial advertising tie-ups and advertising, exploitation and promotion by and through any other media whatsoever;
- (h) subject to any restrictions contained in the agreements for the services of the persons mentioned below or the terms of any applicable guild union or collective bargaining agreement to issue and authorise advertising and publicity and to use, produce, transmit, broadcast, exploit, publicise, exhibit and control in connection with the production, distribution, exhibition, advertising and exploitation of the Film, the names, photographs, likenesses, voices and other sound effects, as well as recordings, transcriptions, films and other reproductions hereof, of the director, all members of the cast, and all

other persons rendering services in connection with the Film, including all so-called commercial tie-ups and by-product rights, and, for the purpose of advertising the Film, to broadcast by radio and television by living actors, electrical transcriptions, film or otherwise, in any language and to publish or cause to be published synopses, resumes, or abridgements thereof;

- (i) by the way of the Film but not otherwise to publish, market and exploit all music or lyrics written for or in connection with the Film and any and all rights therein;
- (j) by way of the Film but not otherwise to use and license any other persons, firm or corporation to use all or any part of the sound recordings made for the Film and/or all or any part of the musical scores and individual parts used in, or in connection with, the Film for the purpose of producing or reproducing phonograph, tape, wire or other recordings of any kind, for any purpose;
- (k) by way of the Film but not other otherwise subject to any restrictions contained in the agreements for the services of the persons referred to in subparagraph (h) above or the terms of any applicable guild union or collective bargaining agreement to use, employ, merchandise and exploit the name of the Film and all of the characters, situations, objects, properties, wardrobe, designs, equipment or events depicted, described or portrayed in the Film; and
- (l) by way of the Film but not otherwise to reproduce, perform, broadcast and transmit the Underlying Rights and to let or hire the Master Negative, or by way of trade offer to expose for hire copies of the Film incorporating the Underlying Rights; to adapt the Underlying Rights insofar as they are contained in the film by making translations thereof into any language and insofar as the same consists of musical works, by making an arrangement or transcription of the Underlying Rights to reproduce synopses or extracts of the Underlying Rights prepared for the Film; for the purpose only of exploiting or publicising the Film, to perform excerpts from the Underlying Rights on live radio or live television; and to cause, authorise or permit the exercise of any of the foregoing by any other person, firm or company; subject to any restrictions imposed thereon.

For the avoidance of doubt, and notwithstanding anything to the contrary herein set out the Rights shall not include the dramatic rights on the legitimate stage and radio broadcasting rights (other than the right to perform excerpts from the Underlying Rights on live radio for the purpose only of publicising or exploiting the Film) in respect of the screenplay.

3. For the purposes of this Schedule 6, the following capitalised terms shall have the following meanings:

Distribution Rights mean the rights established under law to authorise any act where ownership or possession of one or more copies of a work changes or change hands;

Film means the full length colour theatrical film tentatively entitled "Lara Croft Tomb Raider" (Short particulars – director: Simon West, producers: Lawrence Gordon, Lloyd Levin and Colin Wilson, executive producers: Jeremy Heath-Smith and Stuart

Baird, screenplay writers: Patrick Massett and John Zinman, adaptation: by Simon West, story: by Sarah B. Cooper, Mike Werb and Michael Colleary, principal artists: Angelina Jolie, Jon Voight, Iain Glen, Noah Taylor and Daniel Craig, running time: 100 minutes 19 seconds, rating: PG-13, language: English), including any and all sound recordings included in the soundtrack of the film and any and all excerpts from sound recording and/or other films incorporated therein;

Importation Rights mean the rights to establish under law of an author or copyright proprietor to prevent the importation of a work into a specified jurisdictions;

Lending Rights mean the rights established under law to authorise or prevent the transfer of possession of a copy of a work for a limited period of time, for non-profit making purposes, by an institution the services of which are available to the public, such as a public library or archive;

Rental Rights mean the right established under law to authorise or prevent the transfer of possession of a copy of a work for a limited period of time, for commercial purposes;

Territory means the world including the United Kingdom of Great Britain and Northern Ireland but excluding the Republic of Ireland; and

Underlying Rights means any and all rights of copyright, trademark, patent, or moral rights or intellectual property rights or other rights of whatsoever nature in any literary, dramatic, musical or artistic material incorporated in the Film, including, without limitation, those rights the subject of a licence agreement dated as of 16 March 1998 between Paramount Pictures Corporation and Eidos Interactive Limited.

SCHEDULE 7

MASTER PRINT RELATING TO THE FILM ENTITLED "JACK AND THE BEANSTALK: THE REAL STORY"

1. **Master Print** means the Rights and the Master Negative as defined below.

1.1 **Rights** means by way of the Film (as defined below) only but not otherwise and excluding, for the avoidance of doubt all prequel, sequel and remake rights in the Film and the Underlying Rights (as defined below) and subject to all and any restrictions contained in the agreements for the service of persons rendering services to or in connection with the Film including without limitation the director and all members of the cast or the terms of any applicable guild, union or collective bargaining agreement or otherwise the sole and exclusive rights, licence and privilege, but not the obligation, arising under copyright and otherwise, throughout the Territory (as defined below) to exhibit, distribute, market, exploit, sell, advertise, publicise, dispose of, turn to account or otherwise deal in or with the Film or any part or parts thereof including, but not limited to, all sound and music contained therein, clips and excerpts therefrom and trailers thereof, in any and all forms and manner, lengths and languages, all version, sizes and gauges of film or other material, by any and every means, method, process or device now known or which may hereafter be discovered, invented, developed, devised or created (including, without limitation, by means of film, tape, wire, discs, cartridges, cassettes and other forms of video devices); and in any and all markets including, without limitation, theatrical, non-theatrical, television (whether so-called "free", "pay", "pay-per"-view", video on demand and near video on demand, "cable", or "subscription" television, or otherwise and whether broadcast or transmitted, in whole or in part, by means of cable, wire or other device), digitalisation, home showings, educational, and industrial markets and to exercise or refrain from exercising the rights and enjoy the economic benefits pertaining thereof, including Distribution Rights, Rental Rights, Lending Rights, Importation Rights (all as defined below), rights to collect all video levies, and to perform all sound and music synchronised therewith and, without limiting the generality of the foregoing, means the right:

- (a) to select, designate or change the title of the Film and to release the Film in any and all parts of the Territory under such title or titles as the Company (including, for the purposes of this Schedule 7, its successors, permitted assigns and transferees) may designate, in its sole discretion;
- (b) subject to any restrictions contained in the agreements for the services of the persons referred to in sub-paragraph (h) below to make any and all changes, modifications, additions (including, but not limited to narration) alterations, interpolations and eliminations in the Film and any trailers thereof which the Company shall, in its sole discretion, determine to be necessary or desirable including, without limitation, to re-cut, edit, re-edit, add to, delete from and re-record re-score, dub and/or remake and/or reorganise the Film or any parts thereof, and make foreign versions (including titled, super-imposed and dubbed versions) and shorter versions of the Film;
- (c) to use for any purpose, or dispose of, any and all (i) physical properties acquired for the Film; and (ii) sound effects tracks, dialogue tracks, process

keys and background and such portions of the Film as finally edited as may be desirable by the Company for inclusion in stock shot, process shot, sound effects and music libraries;

- (d) to cause or permit the interpolation of advertising material at intervals during, or after, the television, cable or similar exhibition of the Film and to otherwise conform to the needs, practices and customs of such exhibitions;
- (e) to manufacture and procure such positive prints, preprint and other materials, and to cause the performance of such laboratory work with respect to the Film, as the Company may require, and to cause trailers of the Film to be produced, manufactured, exhibited and distributed by every means, method or device now or hereafter known. Release prints (and other materials) of the Film may be obtained by the Company from such laboratory or laboratories as the Company may determine in its sole discretion;
- (f) to cause to be manufactured and distributed advertising accessories of all types and kinds (including lithographs, lobby displays, slides, souvenir programmes and booklets);
- (g) to advertise, publicise and exploit the Film, and the production of the Film, by such means, methods and devices, in such media, and to such an extent, as the Company shall determine in its sole discretion, including without limitation, by or with announcement books, billboards, publicity, stills, press books, synopses, publications, co-operative advertising and/or any other advertising with or for exhibitors, fan magazines, heralds, posters, road displays and other publications of every kind, trade show, field exploitation, trailer, radio and television exploitation, publicity, commercial advertising tie-ups and advertising, exploitation and promotion by and through any other media whatsoever;
- (h) subject to any restrictions contained in the agreements for the services of the persons mentioned below or the terms of any applicable guild union or collective bargaining agreement to issue and authorise advertising and publicity and to use, produce, transmit, broadcast, exploit, publicise, exhibit and control in connection with the production, distribution, exhibition advertising and exploitation of the Film, the names, photographs, likenesses, voices and other sound effects, as well as recordings, transcriptions, films and other reproductions hereof, of the director, all members of the cast, and all other persons rendering services in connection with the Film, including all so-called commercial tie-ups and by-product rights; and, for the purpose of advertising the Film, to broadcast by radio and television by living actors, electrical transcriptions, film or to otherwise, in any language and to publish or cause to be published synopses, resumes, abridgements, fictionalisations or novelisations thereof;
- (i) by way of the Film but not otherwise to publish, market and exploit all music or lyrics written for or in connection with the Film and any and all rights therein;

- (j) by way of the Film but not otherwise to use and license any other persons, firm or corporation to use all or any part of the sound recordings made for the Film and/or all or any part of the musical scores and individual parts used in, or in connection with, the Film for the purpose of producing or reproducing phonograph, tape, wire or other recordings of any kind, for any purpose;
- (k) by way of the Film but not otherwise subject to any restrictions contained in the agreements for the services of the persons mentioned below or the terms of any applicable guild union or collective bargaining agreement to use, employ, merchandise and exploit the name of the Film and all of the characters, situations, objects, properties, wardrobe, designs, equipment or events depicted, described or portrayed in the Film; and
- (l) by way of the Film but not otherwise, to reproduce, perform, broadcast and transmit the Underlying Rights and to let or hire the Master Negative, or by way of trade offer to expose for hire copies of the Film incorporating the Underlying Rights; to adapt the Underlying Rights insofar as they are contained in the Film by making translations thereof into any language and insofar as the same consists of musical works, by making an arrangement or transcription of the Underlying Rights to reproduce synopses or extracts of the Underlying Rights prepared for the Film; for the purpose only of exploiting or publicising the Film, to perform excerpts from the Underlying Rights on live radio or live television; and to cause, authorise or permit the exercise of any of the foregoing by any other person, firm or company, subject to any restrictions imposed thereon.

For the avoidance of doubt, and notwithstanding anything to the contrary herein set out, the Rights shall not include the copyright in the Film or the dramatic rights on the legitimate stage and radio broadcasting rights (other than the right to perform excerpts from the Underlying Rights on live radio for the purpose only of publicising or exploiting the film) in respect of the screenplay.

1.2 The ***Master Negative*** means the physical material comprising of:

- (a) the original uncut picture negative of the Film.
- (b) one (1) final broadcast quality Digital betacam video master in PAL of the completed picture. Such master shall have original stereo mix (left and right) on channels 1 and 2 and stereo mixed, fully-filled foreign M&E (left and right) on channels 3 and 4 and shall be properly edited to provide for continuous action of the Picture (no commercial blacks).
- (c) one (1) broadcast quality Digital Betacam video master in PAL of the textless title backgrounds of the main, end and any other explanatory titles to include all fades and dissolves.
- (d) one (1) DA-88 digital audio master of the final soundtrack in PAL. Such master shall contain two separate mixed dialogue tracks (left and right for stereo), two separate mixed music tracks (left and right for stereo), two

separate mixed sound effects tracks (left and right for stereo) and two separate mixed fully-filled foreign sound effects tracks (left and right for stereo).

2. For the purposes of this Schedule 7, the following capitalised terms shall have the following meanings:

Distribution Rights mean the rights established under law to authorise any act where ownership or possession of one or more copies of the work changes or change hands;

Film means the full length colour theatrical film tentatively entitled "Jack and the Beanstalk" (Short particulars – title: "Jack and the Beanstalk: The Real Story", director: Brian Henson, producer: Martin Baker, writers: Brian Henson, James V Hart and Bill Barretta, principal cast: Matthew Modine, Vanessa Redgrave, Jon Voight and Richard Attenborough, duration: 2 x 180 minutes, language: English), including any and all sound recordings included in the soundtrack of the film and any and all excerpts from sound recording and/or other films incorporated therein;

Importation Rights mean the rights to establish under law of an author or copyright proprietor to prevent the importation of a work into a specified jurisdictions;

Lending Rights mean the rights established under law to authorise or prevent the transfer of possession of a copy of a work for a limited period of time, for non-profit making purposes, by an institution the services of which are available to the public, such as a public library or archive;

Rental Rights mean the right established under law to authorise or prevent the transfer of possession of a copy of a work for a limited period of time, for commercial purposes;

Territory means the world excluding the Republic of Ireland; and

Underlying Rights mean any and all rights of copyright, trademark, patent, or moral rights or intellectual property rights or other rights of whatsoever nature in any literary, dramatic, musical or artistic material incorporated in the Film.

SCHEDULE 8

THE GOODS LEASED UNDER THE GOLDEN WONDER LEASE CONTRACT

Scunthorpe
Lincolnshire

2 tonne stainless steel bulk feed hopper

Limas three stage peeler
Serial no. L724-1
with worm screw conveyor
Serial No. L724-2
and elevator

Processing Machinery Tummers Machine Bouw multi wheel
potato sizer
Serial No. 989232/1 (1998)

Centri-Quip 13-2 centrifuge
Serial No. 386-1

Optisort automatic throughfeed crisp sorter

Ten TNA Robag 2C bag fillers

Serial Nos. T203-554L
 T203-555L
 T203-556L
 T203-552L
 T203-553L
 T203-551L
 T203-557L
 T203-559L
 T203-550L
 T203-558L

Ten Markem smartdate 2 thermal markers

Ten Yamato ADW 414SNX 14-station rotary automatic
weigh stations

Serial Nos. WG980394
 WG980393
 WG980395
 WG980391
 WG980397
 WG980390
 WG980392
 WG980396
 WG980398

WG980399

Ten parabolio transfer chutes between
automatic weigh stations and bag filters

Four yashida ACM-WIP auto case packers

Serial Nos. 278
274
275
277

Nine Endoline 702 case tapers

Serial Nos. 98128092
98128091
98128096
98128097
98128094
98128089
98128090
98128095
98128093

KMG distribution system, comprising:

Vibratory conveyor

Serial No. 803901

Bucket elevator

Serial No. 803902

Distribution conveyors to ten lines, including
vibratory conveyors, flavouring barrels and
supporting steelwork

Ten TNA robag R2C-340-RDJ bag fillers

Serial Nos. T202-503R
T202-509L
T202-504R
T202-512L
T202-507R
T202-508L
T202-506R
T202-510L
T202-505R
T202-511L

Ten TNA Robag 2B bag fillers

Serial Nos. T191-367R
T191-365R
T191-371R
T191-370R

T192-379L
T192-382L
T192-383L
T188-8162

Ten Markem smartdate 2 thermal transfer coders

Serial Nos. 98COC-9878
98COC-9880
98COC-9903
98COC-7480
98COC-9879
98COC-9763
98COC-9764
98COC-9765
98COC-9752
98COC-7103

Twenty Yamato Dataweigh ADW-414SNX

14 station rotary automatic weigh stations

Serial Nos. WG980370
WG980373
WG980372
WG980371
WG980374
WG980375
WG980361
WG980360
WG980362
WG980353
WG980364
WG980365
WG980366
WG980367
WG980368
WG980369
WG980358
WG980359
WG970592
WG970347

Twenty parabolio transfer chutes

Logan powered roller conveyor carton conveying system
throughout the packing hall

Two FMC stainless steel 6-compartment free standing multi

packers with swan neck chain and bucket conveyor elevator.

Three phase power supply
Three phase power supply for packing equipment
Three Redpack pacer purpose built multipack flowwrapping
machines, each with stainless steel feed conveyor

Packet handling system with feed conveyors from packing
line and three stainless steel multi-bins

Scunthorpe
Lincolnshire

Two Stokvis econoflame R2105 boilers
Serial Nos. 028070
028069 (1998)

Two York YCUJ660T9 Gsi 50D air chillers
Serial Nos. 17385
17386 (1998)

York YCUM240 T3V CD 99401410 air chillers
Serial No. 99306LH001 (1998)
Heating and Air Conditioning
Associated trunking

Snack Division
Scunthorpe

KMG snack distribution system with vertical bucket, elevator,
vibratory cross conveyor, vibratory conveyor and vibratory
feeders to three snack lines

Three TNA Robag 2Cj bag fillers
Serial Nos. T206-644R
T206-646R
T206-645R

Three Testamatic CMF 109 rotary seal integrity testers

Serial Nos. RT99017
RT99018
RT99019
each with Ishida automatic bag check weigher

Electrical installation for new equipment

Structural steelwork for new equipment

Line 5
APV twin screw extruder

1xDC-SD 30-15 x 1750 vibratory conveyor
1xDCV-SD 25-15 x 1500 vibratory crossfield
conveyor
3 x interface hoppers

Corby
Northamptonshire

Twelve TNA Robag 2C bag fillers

Serial Nos. T203-538R
T203-539R
T203-540R
T203-541R
T203-542R
T203-543R
T203-544R
T203-545R
T203-546R
T203-547R
T203-548R
T203-549R

Twelve Markem smartdate 2 thermal markers

Serial Nos. 98 COC9786
98 COC9790
98 COC9792
98 COC9785
98 COC9784
98 COC9787
98 COC9789
98 COC9793
98 COC9791

98 COC9795
98 COC9794
98 COC9788

Twelve Yamato ADW – 414SNX 14 station rotary
automatic weigh stations

Serial Nos. WG980376
 WG980378
 WG980379
 WG980380
 WG980381
 WG980382
 WG980383
 WG980384
 WG980385
 WG980386
 WG980387
 WG980388

Twelve parabolic transfer chutes between
automatic weigh stations and bag fillers

Two Yamato ADW – 724MD automatic weigh
stations

Serial Nos. WG980401
 WG980400

KMG distribution system, comprising:

Vibratory conveyor

Serial No. 803801

Bucket elevator

Serial No. 803807

Vibratory conveyors to twelve lines, twelve flavour
control panels with coating barrels and twelve
volumetric fillers

Twelve Volumetric feeders

Twelve Ishida DACS W-012-SL/PB – N check weighers and
seal testers

Serial Nos. 39358
 39367
 39362

39359
39364
39368
39357
39366
39363
39361
39365
39360

Sterling Process Heating dual fuel thermal oil heater and control panel

KMG stainless steel potato washing system with pre rinse tank, dewatering conveyor and drying conveyor
Serial No. 805302

Two Aquarius VBMS400 multi-bag wrapping machines
Serial Nos 5872
5871

Redpack pacer flowrapper with Markem smartdate 2 coding system

Roller case conveyor throughout the packaging hall

Two Tonne stainless steel bulk feed hopper

Limas three stage step peeler with worm screw conveyor and elevator
Serial No. L682-1

Limas four stage step peeler with worm screw conveyor and elevator
Serial No. L722-1

Processing Machinery multi wheel potato sizer
Serial No. 989232/2

Processing Machinery sizer, halver and inspection conveyor

Two tonne mild steel dirty potato bulk hopper with belt discharge conveyor

Two Ishida ACP-211 multipack automatic carton packing machines
Serial Nos 268

500439 (1999)

Two TNA Robag 2C bag fillers

Serial Nos. T206-648L, T206-647R

Corby
Northamptonshire

Two Stokvis econoflame R2066 boilers

Serial Nos. 028068

028067

Two Mc-Quay International AGR 095.2 ST LN roof
mounted air chillers

Serial No. 98.1.396/1

98.1.396/2

Associated trunking

National Sites

25 Bradwell and Dixon vending machines

124 Selectivend vending machines

SCHEDULE 9

DESCRIPTION OF THE PLANT

Background

The previously existing acetate esters production site at Hull was expanded and updated by a combination of building new plant and modernising existing plant by enhancement and partial replacement of equipment. A new control system was also being installed.

The site consists of three streams producing acetate esters by esterification of alcohols with acetic acid; Stream A, producing ethyl acetate; Stream B, producing isopropyl acetate; Stream C, producing butyl acetate.

Plant Description

The Plant consists of the following:

Stream A

All new plant and equipment and enhancements designed to increase production capacity from 70,000 to 120,000 tepa, including the following major elements:

- boiling reaction vessel and associated systems;
- drying column and final tailing column and associated systems;
- oil-phase, aqueous phase, product and condensate transfer and crude feed pumps.

Streams B and C

All new equipment and enhancement, consisting primarily of electronic instrumentation resulting from a conversion from pneumatic instrumentation.

Computer System

Computer equipment and associated air conditioning for a distributed control system.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01653773

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th OCTOBER 2003 AND CREATED BY W. & G. EQUIPMENT LEASING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SG LEASING (MARCH) 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 10th NOVEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th NOVEMBER 2003.

DKC



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES