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CHFP025

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legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 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



SZ6994/10.
395

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

For official use

Company number

5

01653773

Name of company

* W. & G. Equipment Leasing Limited (the "Obligor")

Date of creation of the charge

28 October 2003

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

Security Agreement made between the Obligor and Grace Productions LLC (the "Secured Party")
(the "Security Agreement")

Amount secured by the mortgage or charge

All obligations and liabilities of the Obligor to the Secured Party, existing as at the date of the Security Agreement or thereafter incurred, arising out of or in connection with the Lease, as amended, or the Security Agreement, including, without limitation:

(i) any claim for damages the Secured Party may have or thereafter acquire against the Obligor arising out of or in connection with the Lease, as amended, the Security Agreement (and, in particular, under Clause 7 of the Security Agreement), or the Picture;

(ii) the obligation to continue the leasing of the Master Negative and the licensing of the Rights for the Primary Period;

(iii) the obligation to deliver the Master Negative, the licence of the Rights and the distribution rights relating thereto pursuant to the application of Clauses 17 and 18.1 of the Lease, as amended; and

/continued at Addendum 2/4

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

Grace Productions LLC
1515 Broadway, New York, NY, 10036-5794, USA

Postcode

Please return
via
CH London Counter

Presentor's name address and
reference (if any):
Denton Wilde Sapte
Five Chancery Lane
Cliffords Inn
EC4A 1BU
Ref: RLP/KRD/01508.00147

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

0074
06/11/03

Short particulars of all the property mortgaged or charged

As collateral security for the due and punctual performance by the Obligor of all the Obligations and in order to induce the Secured Party to grant consent to the transfer by Royal Bank Leasing Limited of its controlling interest in the Obligor and to amend the Lease, the Obligor thereby mortgaged, pledged, hypothecated and granted to the Secured Party a security interest in the Collateral.

Negative Pledge:

The Obligor has covenanted and agreed that from and after the date of the Security Agreement and until the execution of the Deed of Assignment, the Obligor will not create, assume or suffer to exist any mortgage, lien, security interest or encumbrance of any kind upon any of the Collateral other than as provided in the Security Agreement, the Deed of Security Assignment and Charge, the Mortgage of Copyright and the Contrat de Nantissement or the Lease, as amended, nor make any disposition, assignment, sale or transfer of any of the Collateral other than as expressly contemplated in the Security Agreement or in Clauses 17 and 18.1 of the Lease, as amended, unless the Secured Party shall have given prior written consent thereto as envisaged in the Replacement Ownership Letter.

/continued at Addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

Signed

Penton Wild & Sapte

Date

6th November 2003

On behalf of chargee[†]

A fee of £10 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 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 CF14 3UZ

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Company number

01653773

Name of company

* insert full name
of company

* W. & G. Equipment Leasing Limited

Addendum 1/4

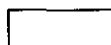
1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

(iv) the obligation to ensure that the representations and warranties set forth in Clause 3 of the Security Agreement remain at all times accurate and to advise Secured Party promptly in the event of any lapse in the accuracy of the representations and warranties made by Obligor thereunder;

(together the "Obligations").



M395 Continuation

Company number

01653773

Name of company

* insert full name
of company

* W. & G. Equipment Leasing Limited

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* W. & G. Equipment Leasing Limited

Addendum 4/4

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

Definitions:

"Agreement to Sell and Acquire" means the agreement to sell and acquire dated 14 June 2001 and made between the Seller and the Lessor under which the Seller agrees to sell the Master Negative to the Lessor, in the agreed form;

"Cheriton" means Cheriton Resources 9 Limited;

"Closing Date" means 14 June 2001;

"Collateral" means all of the Obligor'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 the Photoplay and any and all sums obtained from the distribution, exhibition of, or otherwise in respect of, the Photoplay together with certain rights granted to the Secured Party pursuant to the Lease, as amended;

"Contrat de Nantissement" means the Nantissement de film cinematographique dated 28 October 2003 and entered into between the Obligor and the Secured Party;

"Deed of Amendment" means the deed of amendment relating to the Lease dated 28 October 2003 and entered into between the Obligor and the Secured Party;

"Deed of Assignment" means the deed of assignment to be executed in the form prescribed in Schedule 4 to the Deed of Amendment;

"Deed of Security Assignment and Charge" means the deed of security assignment and charge dated 28 October 2003 and entered into between the Obligor and the Secured Party;

"Delivery Date" means the date upon which the Lessor accepts delivery of the Master Negative in accordance with the terms of the Agreement to Sell and Acquire, being no later than the Closing Date;

"Guarantor" means Viacom Inc.;

"Lease" means the lease of master negative and sub-licence agreement dated 14 June 2001 and entered into between the Secured Party and the Obligor;

"Lease Start Date" means the Delivery Date;

"Lessee" means Grace Productions LLC;

"Lessor" means W. & G. Equipment Leasing Limited;

"Licensor" means Paramount Pictures Corporation;

"Master Negative" means:

the physical material comprising of:

(1) 35mm original picture negative of the final conformed film 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);

(2) 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

Company number

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Name of company

* insert full name
of company

* W. & G. Equipment Leasing Limited

(3) 35mm original picture negative, textless, of any title backgrounds;

"Mortgage of Copyright" means the mortgage and assignment of copyright licence dated 28 October 2003 and entered into between the Obligor and the Secured Party.

"Picture" means all of the right, title and interest of any and every kind and character whatsoever of the Obligor in and to the motion picture entitled "LARA CROFT: TOMB RAIDER" without reference to the rights and interests in the Picture granted to the Secured Party pursuant to the Lease, as amended;

"Primary Period" means the period of fifteen (15) years starting on the Lease Start Date and ending on the day prior to the fifteenth anniversary of the Lease Start Date;

"Replacement Ownership Letter" means the replacement ownership letter dated 28 October 2003 from Societe Generale and Cheriton to the Licensor, the Lessee and the Guarantor;

"Seller" means Paramount Pictures Corporation;

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 SECURITY AGREEMENT 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 GRACE PRODUCTIONS LLC (THE '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 ON THE 6th NOVEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th NOVEMBER 2003.

LC



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —