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Please complete
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

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

For official use

Company number

01653773

Name of company

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

Date of creation of the charge

28 October 2003

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

French Law pledge of feature film (the "Pledge") granted by the Pledgor in favour of Grace
Productions LLC (the "Pledgee")

Amount secured by the mortgage or charge

All the present and future obligations (whether they exist or are potential in nature) that the Pledgee
holds against the Pledgor pursuant to the Lease, including – for example – the Pledgor's obligations
in respect of the Primary Period, the commitment of peaceable use specified in Clause 10.1 of the
Lease, the authority relating to the agency for sale and the power of attorney given to the Pledgee
that is specified in Clause 18 of the Lease and the Lessee's right of unilateral termination specified in
Clause 15.4.5 of the Lease (the "Secured Obligations").

/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

L3M18PT1

0076
06/11/03

Short particulars of all the property mortgaged or charged

The Pledgor has charged the Rights and the Master Negative in favour of the Pledgee, in surety and guarantee of payment of the Secured Obligations, as a pledge, in accordance with the provisions of Articles L. 521-1 ff. of the French Commercial Code and Articles 31 ff. of the Cinematographic Industry Code.

It is specified that the Pledge implies delegation in favour of the Pledgee of the compensation that would be paid out, as required, by the insurance company with which a contract covering the "Production and negative" risks was or will be taken out. Such delegation is made under the conditions defined in Article L. 121-13 of the Insurance Code.

/continued at Addendum 4/4

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Penton Wilde Septe

Date *5th November 2003*

On behalf of mortgagee/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

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)

continued/

For the requirements of recording of the Pledge on the RPCA, the Secured Obligations are valued at the amount of twenty one million two hundred and twenty thousand six hundred nine euros fifty cents (€ 21,220,609.50), which corresponds to the amount of twenty five million U.S. dollars (\$25,000,000) converted at the exchange rate in effect on 24 October 2003. It is explicitly understood, however, that the fee for the recording will be adjusted automatically, without any deed or any other action being required, depending on the variations in the exchange rate of the U.S. dollar, such that the Pledge should guarantee to the Pledgee, acting in its capacity as such, the payment and/or reimbursement of all the funds that may be payable as principal, interest, fees and ancillary costs in connection with the Lease.

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)

Until the Secured Obligations are completely paid and/or performed, the Master Negative that is subject to the Pledge will remain deposited with the Laboratory, which will be the third-party holder of them, except in case of a release of the Master Negative made in accordance with the Temporary Release Letter. Until the Secured Obligations are completely paid and/or performed, the Laboratory may not in any circumstances dispose of the Master Negative without the Pledgee's prior written authorization.

In accordance with Article 36 of the Cinematographic Industry Code, the Pledgor has granted in favour of the Pledgee a delegation of all the Proceeds.

The Pledgee shall therefore alone and directly cash the Proceeds, in accordance with Article 36 of the Cinematographic Industry Code, and shall make use of them as the Pledgee shall in its sole discretion decide and in any event for its own sole use and benefit.

As a result, the Pledgor's debtors shall pay directly to the Pledgee the amounts payable to the Pledgor until the extinction of the Pledge.

/continued at Addendum 4/4

Pledgor Covenants:

The Pledgor has declared that it holds the Master Negative, the Rights and the Proceeds (if any, accruing or received or payable to it) that with the exception of the securities granted by the Pledgor in favour of the Pledgee pursuant to the Deed of Assignment and Charge or the US Security Agreement or the Pledge, the Master Negative, the Rights and the Proceeds are not subject to any lien or security of any kind.

Furthermore, the Pledgor, until the extinction of the Pledge, shall formally refrain from granting any assignment, subrogation or rights that may counteract the rights resulting from this Agreement.

Definitions:

"Agreement to Sell and Acquire" means the agreement to sell and acquire relating to the film entitled "LARA CROFT: TOMB RAIDER" dated 14 June 2001 between the Seller and the Pledgor (as Purchaser);

"Closing Date" means 14 June 2001 or such other date upon which the Lessor shall pay the Purchase Price to the Seller in accordance with the terms of the Agreement to Sell and Acquire;

"Deed of Assignment and Charge" means the deed of assignment and charge signed between the Pledgor and the Pledgee dated 28 October 2003;

"Film" means the film whose title is "LARA CROFT TOMB RAIDER" filed with the RPCA under number 102970;

"Guarantee" means the guarantee and indemnity relating to the film "LARA CROFT TOMB RAIDER" dated 14 June 2001 between Viacom Inc. (as Guarantor) and the Pledgor (as Beneficiary);

"Laboratory" means DeLuxe Laboratories Limited, Denham, Middlesex VB9 5HQ;

"Lease" means the lease of master negative and sub-licence agreement relating to the Film dated 14 June 2001 between the parties hereto as amended by the Lease Amendment;

"Lease Amendment" means the deed of amendment in respect of the Lease dated 28 October 2003 between the Pledgor as Lessor and the Pledgee as Lessee;

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"Lessee" means Grace Productions LLC;

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

"Letter of Credit" means the letter of credit issued on or about the Closing Date by the LC Bank in favour of the Lessor, in a form and substance acceptable to the Lessor or, if appropriate, any replacement letter of credit issued pursuant to Clause 16.8 or, if applicable, Clause 16.9;

"Licence Agreement" means the licence agreement relating to the Film dated 14 June 2001 between Pledgor and the Seller as amended by the Licence Amendment;

"Licence Amendment" means the deed of amendment in respect of the Licence Agreement dated 28 October 2003 between the Pledgor and the Seller;

"Master Negative" means:

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
3. 35mm original picture negative, textless, of any title backgrounds.

"Primary Period" has the meaning given to it in the Lease";

"Proceeds" means all fees, prices of assignment or rental, receipts on account or guaranteed minima, inclusive of all taxes, that are payable because of or in anticipation of the exploitation of the Film in all and any media, known or hereafter invented, including without limitation, movie theatres or over the television, regardless of the process used (by radio wave transmission, transmitter, satellite or cable, etc.), library sales, video-cassette or DVD.

Proceeds shall also include without limitation:

all the funds coming directly or indirectly from foreign buyers or distributors worldwide, or their representatives whether in France or elsewhere, whether these are proceeds as such of the price of the sale of exploitation or television broadcasting, advances, receipts on account, guaranteed minima or compensation, or even the balance of such credit of which a portion has already been paid, subject solely to the deduction of contributions that are paid to the French National Cinematographic Centre ["CNC"];

all fees, prices of assignment or rental, receipts on account or guaranteed minima, inclusive of all taxes, that are payable because of or in anticipation of the exploitation of the Film by video media without any deduction, set-off or withholding;

all the amounts, inclusive of all taxes, coming from movie theatres and similar businesses, that are paid as an advance, a payment on account, a guaranteed minimum or compensation and without any deduction, set-off or withholding;

all fees, prices of assignment or rental, receipts on account or guaranteed minima, inclusive of all taxes, that may be payable because of the exploitation or provision of the Film on a digital network or via any other agency; and

all fees, prices of assignment or rental, receipts on account or guaranteed minima, inclusive of all taxes, that are to be paid due to the exploitation of derivative rights (especially: graphical publication, phonographic publication, merchandising, etc.).

For the avoidance of doubt, Proceeds shall not include in any case the Pledgor's right, title and interest in and to

Company number

01653773

Name of company

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Rentals and the Termination Amount as defined in the Deed of Assignment and Charge, or any other amount payable to the Pledgor under the Lease, the Agreement to Sell and Acquire, the Guarantee and the Letter of Credit.

"Purchase Price" means the amount paid by the Lessor pursuant to Clause 4.1 of the Agreement to Sell and Acquire;

"RCPA" means the Registre Public de la Cinématographie et de l'Audiovisuel [Public Cinematographic and Audiovisual Registry] kept by the Centre National de la Cinématographie [National Cinematographic Center or "CNC"];

"Rentals" has the meaning given to it in the Lease;

"Rights" shall mean the Rights as defined in the Licence Agreement. It is to be noted that for the purposes of this Agreement, the term Licensee has the meaning of Pledgor and the term Territory shall have the meaning given it by the Lease;

"Seller" means Paramount Pictures Corporation;

"Temporary Release Letter" means the letter dated 11 November 2002, between the Seller, the Laboratory and the Pledgor.

"Termination Amount" has the meaning given to it in the Lease;

"US Security Agreement" means the security agreement dated 28 October 2003 between the Pledgor and the Pledgee.

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 PLEDGE OF FEATURE FILM 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 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.

L. C. W.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES