

# M

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

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

For official use

Company number

05268806

Name of company

\* Shoe Productions Limited (the "Chargor")

Date of creation of the charge

20 November 2004

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

A deed of security assignment and charge in respect of a film provisionally entitled "Kinky Boots" made between the Chargor and the Chargee (as defined below) (the "Deed").

Amount secured by the mortgage or charge

All the Chargor's obligations and liabilities under the Production Services Agreement subject specifically to the provisions of the Production Services Agreement and paragraph 3.1 below (Clause 5.3 of the Deed) to pay to the Chargee and discharge when due to the Chargee all amounts payable by the Chargor to the Chargee under the Production Services Agreement (the "Secured Obligations").

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

Lombard Corporate Finance (17) Limited (to be renamed Price Productions Limited) (the "Chargee")  
The Quadrangle, The Promenade, Cheltenham, Gloucestershire,

Postcode GL50 1PX

Please return  
via  
CH London Counter

Presentor's name address and  
reference (if any):  
Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

ECM/SGG/70302.00070/6905505

Time critical reference

For official Use  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

\*LPBHKGR\*

D495  
02/12/04

Short particulars of all the property mortgaged or charged

1 Charge

1.1 The Chargor, by way of continuing security for the performance of the Secured Obligations, charged by way of first fixed charge with full title guarantee in favour of the Chargee, all the Chargor's right, title and interest (both present at the date of the Deed and in the future, vested and contingent, statutory and otherwise) in and to the following throughout the universe:

(a) all pre print elements of the Picture capable of producing prints or additional pre print elements including master negatives, negatives, duplicate negatives, colour reversal inter mediates, colour separations, matrices, inter positives and inter negatives and other works produced in connection with the Picture and all materials in tangible or intangible form incorporating or reproducing the same or any part or element thereof;

(b) all copies of the Picture, including all positive prints, film, video tapes, disks, cut outs and trims and all other physical properties of or relating to the Picture whether at the date of the Deed or thereafter in existence and wherever located;

Continued .../

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 Denton Wilde Sapte Date 02 December 2004

On behalf of Chargee<sup>†</sup>

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

M395 Continuation

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Name of company

\* insert full name  
of company

\* Shoe Productions Limited (the "Chargor")

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)

M395 Continuation

Company number

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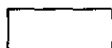
Name of company

\* insert full name  
of company

\* Shoe Productions Limited (the "Chargor")

Addendum 3/4

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



Name of company

\* insert full name  
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## Addendum 4/4

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

- (c) all soundtrack elements relating to the Picture including master magnetic tracks, or other optical soundtrack recordings and music cue sheets and all other sound recordings made in the course of the production of the Picture, or pursuant to any right acquired or to be acquired in connection with the Picture or arising therefrom;
- (d) all rights and properties, including, without limitation, physical properties created or acquired at the date of the Deed or to be created or acquired in connection with the production of the Picture;
- (e) all sums from time to time standing to the credit of the Chargor in any account established for the Picture including the production account at HSBC Bank (the "Bank") to be confirmed in writing by the Company prior to the first Date of Advance (as defined in the Production Funding Side Letter);
- (f) the revenues from book debts owed to Chargor in respect of, and proceeds of, any or all of the above;
- (g) (insofar as not effectively assigned pursuant to paragraph 2 below (Clause 3 of the Deed)) those items referred to in paragraph 2 below (Clause 3 of the Deed);
- (h) any and all plant and machinery, fixture or equipment or chattels at the date of the Deed or thereafter belonging to the Chargor in respect of the Picture; and
- (i) (insofar as not effectively assigned pursuant to paragraph 2 below (Clause 3 of the Deed)) all rights and claims to which the Chargor is or may become entitled in respect of any policy of insurance in respect of any item charged or assigned under the Deed.

1.2 The Chargor, by way of continuing security for the full and timely performance and discharge of the Secured Obligations, charged with full title guarantee in favour of the Chargee, by way of first floating charge all the undertaking, property and assets of the Chargor referred to in paragraph 2 and paragraph 1 (Clause 3 and Clause 4 of the Deed) which are, for any reason, not validly assigned pursuant to paragraph 2 and paragraph 1 (Clauses 3 and 4 of the Deed).

1.3 The floating charge referred to in para 1.2 (Clause 4.2 in the Deed) shall automatically be converted into a fixed charge as regards all the assets subject to the said floating charge without notice from the Chargee to the Chargor upon the happening of any Event of Default.

## 2 Assignment

The Chargor, by way of continuing security for the performance of the Secured Obligations, assigned by way of the Deed to the Chargee with full title guarantee (and insofar as necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright, Designs and Patents Act 1988 as the same may be amended or replaced from time to time) all of its right, title and interest (both present at the date of the Deed and in the future, vested and contingent, statutory and otherwise) in and to the following:

- (a) the entire copyright and all of the Chargor's other rights in and to the Picture and the Screenplay and all elements contained therein and in any music, music compositions and/or recordings including lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same and other copyright works produced by or for the Chargee in connection with the Picture;
- (b) the rights of copyright and other rights in all underlying material acquired or created by the Chargor to enable the Picture to be produced and exploited in any and all media and by any and all means known at the date of the Deed or invented in the future;
- (c) all literary, property and ancillary rights (including, without limitation, all publishing, merchandising, novelisation, commercial tie-up, sponsorships remake, sequel and spin-off rights) in the Picture;

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- (d) all contracts and contract rights, agreements for personal services book debts and all personal property of the Chargor relating to the Picture or to any literary property and ancillary rights therein and the benefit and proceeds of all present at the date of the Deed and future policies of insurance in respect of the Picture;
- (e) all other rights and tangible and intangible properties created or acquired or to be created or acquired by the Chargor in connection with the Picture;
- (f) all rights to distribute, lease, licence, sell, exhibit, broadcast or otherwise deal with the Picture, underlying material and ancillary rights by all methods known at the date of the Deed or thereafter invented and means in all media throughout the universe including, without limitation, the Chargor's entitlement to receive all monies and other proceeds derived therefrom;
- (g) all the Chargor's rights, interests and benefits in and to the Relevant Agreements;
- (h) the benefit of and all rights acquired or to be acquired by the Chargor in connection any service agreements entered into by the Chargor including agreements with the director and the principal cast;
- (i) the revenues from book debts owed to the Chargor or in respect of, and proceeds of, any or all of the above including, without limitation, any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Picture or any part of the Picture, including, without limitation, all proceeds, profits and products, whether in money or otherwise, from the sale, rental or licensing of the Picture and/or any of the elements of the Picture including, without limitation, from rights in underlying material or ancillary collateral, allied, subsidiary and merchandising rights; and
- (j) the benefit of and all other rights and properties acquired by or to be acquired by the Chargor in connection with the production and exploitation of the Picture,

for the Chargee to hold the same absolutely, throughout the universe, for the full period of copyright (or other rights) in the same wherever subsisting or acquired and all renewals and extensions thereof, and thereafter (insofar as may be or become possible) in perpetuity subject to Clause 9 of the Deed.

### 3 Negative Pledge

3.1 The Chargee covenanted that it will not give notice to the Bank withdrawing consent to the Bank making payments on the instructions of the Chargor (as specified in Schedule 1 (Notice of Charge of Bank Accounts; Letter for Operation of Charged Accounts) of the Deed) prior to the exercise of the Chargee's rights under Clause 6.1 of the Deed (Exercise of Rights).

3.2 The Chargor covenanted and undertook with the Chargee that it will:

- (a) execute financing statements under Uniform Commercial Codes of such states or counties in the United States of America as the Chargee may consider appropriate to perfect or protect the Chargee's security hereunder immediately upon request by the Chargee and in any event no later than one (1) month following signature of the Deed;
- (b) other than pursuant to the terms of the Production Services Agreement and other Operative Documents to which it is a party, not without the prior written consent of the Chargee to sell, transfer, dispose of or part with possession or control of or attempt to sell, transfer or dispose of the Collateral or any part of it or any interest in it and not use or permit any Collateral to be used unlawfully or in violation of any provision of the Deed or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;
- (c) other than pursuant to the terms of the Production Services Agreement and other Operative Documents to which it is a party, not grant any set-off or other equity in respect of any sum payable in relation to the Picture and/or rights in the Picture.

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4 Definitions

"Bank" means HSBC Bank;

"Collateral" means the property, assets and interests (whether present at the date of the Deed or in the future) charged or assigned or to be charged or assigned or each or any of them or part thereof under the Deed in favour of the Chargee and all other property and assets which at any time are or are required to be charged in favour of the Chargee under the Deed;

"Company" means the Chargee;

"Date of Advance" has the meaning ascribed to it in the Production Funding Side Letter;

"Event of Default" means any of the occurrences listed in Clause 5.2 of the Deed;

"Operative Documents" has the meaning ascribed to it in the Production Services Agreement;

"Picture" means the feature film provisionally entitled "Kinky Boots";

"Production Funding Side Letter" means the letter of even date between the Chargee, BVI Film Financing II LLC and the Chargor;

"Production Services Agreement" means the production services agreement between the Chargee and the Chargor dated on or around the date of the Deed by which the Chargor agreed to provide certain services to the Chargee in connection with the production of a film provisionally entitled "Kinky Boots", and the Chargee agreed, subject to terms thereof to make available to the Chargor certain production funds, as amended or supplemented thereafter;

"Relevant Agreements" means the Operative Documents as defined in the Production Services Agreement to which the Chargor is a party; and

"Screenplay" means the screenplay for the Picture written by Geoff Deans and Tim Firth dated 14 October 2004 as revised.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05268806

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT AND CHARGE IN RESPECT OF A FILM PROVISIONALLY ENTITLED "KINKY BOOTS" DATED THE 20th NOVEMBER 2004 AND CREATED BY SHOE PRODUCTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LOMBARD CORPORATE FINANCE (17) LIMITED (TO BE RENAMED PRICE PRODUCTIONS LIMITED) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th DECEMBER 2004.

P. C.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES