

M

COMPANIES FORM No. 395

201819/16

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

COMPANIES HOUSE

For official use

Company number

[112]

5415068

Name of company

* Fireworks Acquisition Limited (the "Company")

Date of creation of the charge

20 July 2005

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

A deed of debenture (the "Debenture") made between the Company and Octave Entertainment Fund, Ltd (as B Agent for the Beneficiaries, the "B Agent")

Amount secured by the mortgage or charge

(i) all principal of and interest (including without limitation any Post-Petition Interest) and premium (if any) on all indebtedness under the B Bonds and other B Documents, and

(ii) all costs, fees, expenses and other amounts payable from time to time by the Company pursuant to the B Documents in respect of the B Bonds and, if applicable, the New B Note (excluding for the avoidance of doubt, any costs, fees, expenses and other amounts payable to the extent in respect of the Additional Fee), in each case whether or not allowed or allowable in an Insolvency Proceeding.

(continued . . .)

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

Octave Entertainment Fund, Ltd, Ugland House, Church Street, Georgetown, Grand Cayman, Cayman Islands, British Virgin Islands

Postcode N/A

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

Richards Butler
Beaufort House
15 St Botolph Street
London
EC3A 7EE

JWP/NMB/1014270

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD8
COMPANIES HOUSE

0497
29/07/05

Short particulars of all the property mortgaged or charged

(1) By way of first fixed charge:-

(i) any freehold or leasehold properties now or in the future belonging to the Company; (ii) all equipment and materials set out in the purchase agreement between, amongst others, ContentFilm International Limited ("CFIL") and CanWest Entertainment International Distribution dated 28 April 2005 ("Purchase Agreement") and all other plant and machinery fixtures (including trade fixtures) and all other chattels now or at any time hereafter belonging to the Company (excluding any of the same for the time being forming part of its stock in trade or work in progress); (iii) all rights and claims to which the Company is now or may hereafter become entitled in relation to all moneys now or at any time hereafter standing to the credit of any bank accounts; (iv) all bank accounts of the Company to the extent now or hereafter opened pursuant to the collection agreement between, amongst others, the Company and the B Agent dated 20 July 2005 ("Collection Agreement"), all cash, documents, instruments, securities from time to time held therein, and all rights pertaining to investments of funds in any such accounts and all products and proceeds of any of the foregoing;

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

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Richard Butler

Date 29 July 2005

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

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

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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as appropriate

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

5415068

Name of Company

Fireworks Acquisition Limited (the "Company")

Limited*

* delete if
inappropriate

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

To the extent any payment with respect to any B Obligation (whether as proceeds of security, enforcement of any right of setoff or otherwise) is set aside, declared to be a fraudulent conveyance or a preference in any respect or required to be paid to a debtor in possession or any other creditor, receiver or similar person, then the obligation or part thereof originally intended to be satisfied shall, for the purposes of this Debenture be deemed to be reinstated and outstanding as if such payment had not occurred. To the extent that any interest, fees, expenses or other charges (including, without limitation, Post-Petition Interest) to be paid pursuant to the B Agreement are disallowed by order of any court, such interest, fees, expenses and charges (including, without limitation, Post-Petition Interest) shall be deemed to continue to accrue and be added to the amount to be calculated as the "B Obligations" (the "B Obligations");

**Please complete
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Definitions

"Additional Fee" means certain amounts to be paid by the Company to Octave Entertainment Fund, Ltd (as "Fee Agent") pursuant to an additional fee agreement between the Chargor and the Fee Agent

"B Agreement" means the deep discounted bond instrument (the "DDB Instrument") dated 20 July 2005 made by the Company in respect of the B Bonds and, after a purchase by the Beneficiaries of the fireworks terms loan obligations pursuant to clause (ii) of Section 12.12 of the Subordination and Intercreditor Agreement (the "A Facility Buyout", the New B Note;

"B Bonds" means the deep discounted bonds issued by the Company pursuant to the DDB Instrument;

"B Documents" means the B Agreement, the subscription letter from the B Agent to the Company dated 20 June 2005 (excluding any terms and conditions thereof relating to the Additional Fee), the trust deed between the Company and the B Agent dated 20 July 2005, and each B Security Agreement.

"B Security Agreement" means all security agreements, deeds, instruments, perfection documents and security filings delivered to the B Agent on behalf of the Beneficiaries to secure or otherwise support the B Obligations.

"Beneficiaries" means, collectively, the B Agent and the holders from time to time of the B Obligations (and their respective successors and assigns).

"Insolvency Proceeding" shall mean any proceeding in respect of bankruptcy, insolvency, liquidation, winding up, receivership, administration, dissolution or assignment for the benefit of creditors, in each of the foregoing events whether under the bankruptcy code or any similar federal, state or foreign bankruptcy, insolvency, reorganization, receivership or similar law, and shall include any equivalent or analogous proceeding under any applicable law;

"New B Note" means, upon the occurrence of an A Facility Buyout, the term promissory notes evidencing the fireworks term loans, as amended in accordance with subclause (x) of clause (ii) of Section 12.12 of the Subordination and Intercreditor Agreement;

"Post-Petition Interest" shall mean interest, fees, expenses and other charges that pursuant to the B Agreement continue to accrue after the commencement of any Insolvency Proceeding, whether or not such interest, fees, expenses and other charges are allowed or allowable under the bankruptcy code or any equivalent or any other applicable law or regulation in any such Insolvency Proceeding;

"Subordination and Intercreditor Agreement" means the subordination and Intercreditor Agreement dated 20 July 2005 made between JP Morgan Chase Bank, National Association (as A agent and C Agent), the B Agent, the Fee Agent and the Company.

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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- (v) all goodwill now or at any time hereafter belonging to the Company;
- (vi) all ~~Property Rights~~ from time to time belonging to the Company to the extent not assigned pursuant to clause 3.1.2 of the Debenture;
- (vii) the Account Receivables and all other book debts and claims from time to time owing to the Company and the benefit all rights relating thereto, not effectively assigned pursuant to clause 3.1.2.3 of the Debenture;
- (viii) all of its right, title and interest in and to the Collateral.

(2) Assignment by way of security all right title and interest both present and future, vested and contingent, statutory and otherwise in and to:-

- (i) all rights and claims to which the Company is now or may hereafter become entitled in relation to all equipment and materials set out in the Purchase Agreement and all other plant and machinery fixtures (including trade fixtures) and all other chattels now or at any time hereafter belonging to the Company (excluding any of the same for the time being forming part of its stock in trade or work in progress);
- (ii) all rights and claims to which the Company is now or may hereafter become entitled in relation to the proceeds of any policy of insurance;
- (iii) the Assigned Book Debts;
- (iv) all rights and claims to which the Company is now or may hereafter become entitled in relation to all moneys standing to the credit of any bank accounts opened or maintained with any bank other than the B Agent;
- (v) all bank accounts opened or maintained pursuant to the Collection Agreement not subject to a fixed charge pursuant to clause 3.1.1.4 of the Debenture;
- (vi) all stocks, shares, debentures and other securities to which the Company now or may hereafter become entitled;
- (vii) all rights and claims to which the Company is now or may hereafter become entitled in relation to uncalled capital;
- (viii) the entire benefit of the Assigned Agreements;
- (ix) the intellectual property set out in the Purchase Agreement and all other intellectual property and the benefit of all licences and other rights to use any of the same now or hereafter belonging to the Company;
- (x) the collateral:

(a) all common law and/or statutory copyright and other rights in all literary and other properties (hereinafter called "said literary properties") which form the basis of such item of Product and/or which are or will be incorporated into such item of Product, all component parts of such item of Product consisting of said literary properties, all motion picture rights in and to the story, all treatments of said story and said literary properties, together with all preliminary and final screenplays used and to be used in connection with such item of Product, and all other literary material upon which such item of Product is based or from which it is adapted;

(b) all rights for all media in and to all music and musical compositions used and to be used in such item of Product, if any, including, each without limitation, all rights to record, rerecord, produce, reproduce or synchronize all of said music and musical compositions including without limitation reuse fees, royalties and all other amounts payable with respect to such music and musical compositions;

(c) all collateral, allied, subsidiary and merchandising rights appurtenant or related to such item of Product including, without limitation, the following rights: all rights to produce remakes, sequels or prequels to such item of Product, based upon such item of Product, said literary properties or the theme of such item of Product and/or the text or any part of said literary properties; all rights throughout the world to broadcast, transmit and/or reproduce by means of television (including commercially sponsored, sustaining and subscription or "pay" television) or by streaming video or by other means over the internet or any other open or closed physical or wireless network or by any process analogous to any of the foregoing, now known or hereafter devised, such item of Product or any remake, sequel or prequel to the item of Product; all rights to produce primarily for television or similar use, a motion picture or series of motion pictures, by use of film or any other recording device or medium now known or hereafter devised, based upon such item of Product, said literary properties or any part thereof, including, without limitation, based upon any script, scenario or the like used in such item of Product; all merchandising rights including, without limitation, all rights to use, exploit and license others to use and exploit any and all commercial tie-ups of any kind arising out of or connected with said literary properties, such item of Product, the title or titles of such item of Product, the characters of such item of Product and/or said literary properties and/or the names or characteristics of said characters and including further, without limitation, any and all commercial exploitation in connection with or related to such item of Product, any remake, sequel or prequel thereof and/or said literary properties;

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company Number

5415068

Name of Company

Fireworks Acquisition Limited (the "Company")

Limited*

* delete if
inappropriate

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

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

Please do not
write in this
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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(d) all statutory copyrights, domestic and foreign, obtained or to be obtained on such item of Product, together with any and all copyrights obtained or to be obtained in connection with such item of Product or any underlying or component elements of such item of Product, including, in each case without limitation, all copyrights on the property described in subparagraphs (i) through (v) inclusive, of this definition, together with the right to copyright (and all rights to renew or extend such copyrights) and the right to sue for past, present and future infringements of copyright;

(e) all insurance policies and completion guarantees connected with such item of Product and all proceeds which may be derived therefrom;

(f) all rights to distribute, sell, rent, license the exhibition of and otherwise exploit and turn to account such item of Product, the Physical Materials, the motion picture rights in and to the story and/or other literary material upon which such item of Product is based or from which it is adapted, and the music and musical compositions used or to be used in such item of Product;

(g) any and all sums, proceeds, money, products, profits or increases, including money profits or increases (as those terms are used in the UCC or otherwise) or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of such item of Product or any part of such item of Product, including, without limitation, all sums, proceeds, profits, products and increases, whether in money or otherwise, from the sale, rental or licensing of such item of Product and/or any of the elements of such item of Product including, without limitation, from collateral, allied, subsidiary and merchandising rights, and further including, without limitation, all monies held in any Collection Account;

(h) the dramatic, nondramatic, stage, television, radio and publishing rights, title and interest in and to such item of Product, and the right to obtain copyrights and renewals of copyrights therein;

(i) the name or title of such item of Product and all rights of the Chargor to the use thereof, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or any other applicable statutes, common law, or other rule or principle of law;

(j) any and all documents issued by any pledgeholder or bailee with respect to such item of Product or any Physical Materials (whether or not in completed form) with respect thereto;

(k) any and all deposit or other accounts established by the Company with respect to such item of Product or otherwise, including the Collection Accounts; , (l) any and all rights of the Company under any distribution agreements relating to such item of Product; and any and all rights of the Company under contracts relating to the production or acquisition of such item of Product, including but not limited to, all contracts which have been delivered to the Lender pursuant to the Documents.

(3) By way of first floating charge, all rights, title, interest, claims in and to which the Company is now or may hereafter become entitled to (i) all moneys now or at any time standing to the credit of any bank accounts opened or maintained with any bank other than the B Agent; and (ii) the whole of the Company's undertaking and assets other than any assets effectively charged to the B Agent by way of fixed charge or effectively assigned to the Company.

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The Debenture provides that the Company shall not, without the prior consent of the B Agent, create, attempt to create, agree to create or permit to subsist any Security Interest other than a permitted encumbrance or a Security Interest in favour of the B Agent or permit or agree to permit any other proprietary right, right to occupy or interest therein other than such a right or interest in faovur of the B Agent, to airse on or affect all or any part of the whole of the undertaking and assets of the Company excluding such Charged Property.

The following definitions shall apply:

"Collateral" means all of the Company's right, title and interest in and to all personal property, tangible and intangible, wherever located or situated and whether now owned, presently existing or hereafter acquired or created, including, but not limited to, goods, accounts, instruments,
:/Continued..

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 3
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

5415068

Name of Company

Fireworks Acquisition Limited (the "**Company**")

Limited*

* delete if
inappropriate

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

*Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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particulars of all the property mortgaged or charged (continued)

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intercompany obligations, contract rights, partnership and joint venture interests, documents, chattel paper, general intangibles, goodwill, equipment, machinery, inventory, investment property, copyrights, trademarks, trade names, insurance proceeds, cash, deposit accounts and other of credit rights, and any proceeds thereof, products thereof or income therefrom, further including but not limited to, all the Chargor's right, title and interest in and to (a) the Fireworks Library, (b) the Purchase Agreement and all ancillary documents, (c) the Collection Accounts and (d) each and every item of Product, the scenario, screenplay or script upon which an item of Product is based, all of the properties thereof, tangible and intangible, and all domestic and foreign copyrights and all other rights therein and thereto, of every kind and character, whether now in existence or hereafter to be made or produced, and whether or not in possession of the Company, including with respect to each and every item of Product, and without limiting the foregoing language, each and all of the following particular rights and properties (to the extent they are now owned or hereafter created or acquired by the Company):

- (i) all scenarios, screenplays and/or scripts at every stage thereof;
- (ii) all common law and/or statutory copyright and other rights in all literary and other properties (hereinafter called "said literary properties") which form the basis of such item of Product and/or which are or will be incorporated into such item of product, all component parts of such item of Product consisting of said literary properties, all motion picture rights in and to the story, all treatments of said story and said literary properties, together with all preliminary and final screenplays used and to be used in connection with such item of Product, and all other literary material upon which such item of Product is based or from which it is adapted;
- (iii) all rights for all media in and to all music and musical compositions used and to be used in such item of Product, if any, including, each without limitation, all rights to record, rerecord, produce, reproduce or synchronize all of said music and musical compositions including without limitation reuse fees, royalties and all other amounts payable with respect to such music and musical compositions;
- (iv) all tangible personal property relating to such item of Product, including, without limitation, all exposed film, developed film, positives, negatives, prints, positive prints, answer prints, special effects, preparing materials (including interpositives, duplicate negatives, internegatives, colour reversals, intermediates, lavenders, fine grain master prints and matrices, and all other forms of pre-print elements), sound tracks, cutouts, trims, master tapes and any and all other physical properties of every kind and nature relating to such item of Product whether in completed form or in some state of completion, and all masters, duplicates, drafts, versions, variations and copies of each thereof, in all formats whether film, videotape, disk or other optical or electronic media or otherwise and all music sheets and promotional materials relating to such item of Product (collectively, the "Physical Materials");
- (v) all collateral, allied, subsidiary and merchandising rights appurtenant or related to such item of Product including, without limitation, the following rights: all rights to produce remakes, sequels or prequels to such item of Product, based upon such item of Product, said literary properties or the theme of such item of Product and/or the text or any part of said literary properties; all rights throughout the world to broadcast, transmit and/or reproduce by means of television (including commercially sponsored, sustaining and subscription or "pay" television) or by streaming video or by other means over the internet or any other open or closed physical or wireless network or by any process analogous to any of the foregoing, now known or hereafter devised, such item of Product or any remake, sequel or prequel to the item of Product; all rights to produce primarily for television or similar use, a motion picture or series of motion pictures, by use of film or any other recording device or medium now known or hereafter devised, based upon any script, scenario or the like used in such item of Product; all merchandising rights including, without limitation, all rights to use, exploit and license others to use and exploit any and all commercial tie-ups of any kind arising out of or connected with said literary properties, such item of Product, the title or titles of such item of Product, the characters of such item of Product and/or said literary properties and/or the names or characteristics of said characters and including further, without limitation, any and all commercial exploitation in connection with or related to such item of Product, any remake, sequel or prequel thereof and/or said literary properties;

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 4
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

5415068

Name of Company

Fireworks Acquisition Limited (the "Company")

Limited*

* delete if
inappropriate

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

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**Please complete
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Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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(vi) all statutory copyrights, domestic and foreign, obtained or to be obtained on such item of Product, together with any and all copyrights obtained or to be obtained in connection with such item of Product or any underlying or component elements of such item of Product, including, in each case without limitation, all copyrights on the property described in subparagraphs (i) through (v) inclusive, of this definition, together with the right to copyright (and all rights to renew or extend such copyrights) and the right to sue for past, present and future infringements of copyright;

(vii) all insurance policies and completion guarantees connected with such item of Product and all proceeds which may be derived therefrom;

(viii) all rights to distribute, sell, rent, license the exhibition of and otherwise exploit and turn to account such item of Product, the Physical Materials, the motion picture rights in and to the story and/or other literary material upon which such item of Product is based or from which it is adapted, and the music and musical compositions used or to be used in such item of Product;

(ix) any and all sums, proceeds, money, products, profits or increases, including money profits or increases (as those terms are used in the UCC or otherwise) or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of such item of Product or any part of such item of Product, including, without limitation, all sums, proceeds, profits, products and increases, whether in money or otherwise, from the sale, rental or licensing of such item of Product and/or any of the elements of such item of Product including, without limitation, from collateral, allied, subsidiary and merchandising rights, and further including, without limitation, all monies held in any Collection Account;

(x) the dramatic, nondramatic, stage, television, radio and publishing rights, title and interest in and to such item of Product, and the right to obtain copyrights and renewals of copyrights therein;

(xi) the name or title of such item of Product and all rights of the Chargor to the use thereof, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or any other applicable statutes, common law, or other rule or principle of law;

(xii) any and all contract rights and/or chattel paper which may arise in connection with such item of Product;

(xiii) all accounts and/or other rights to payment which the Company presently owns or which may arise in favor of the Company in the future, including, without limitation, any refund or rebate in connection with a completion guaranty or otherwise, all accounts and/or rights to payment due from persons in connection with the distribution of such item of Product, or from the exploitation of any and all of the collateral, allied, subsidiary, merchandising and other rights in connection with such item of Product;

(xiv) any and all general intangibles not elsewhere included in this definition, including, without limitation, any and all general intangibles consisting of any right to payment which may arise in connection with the distribution or exploitation of any of the rights set out herein, and any and all general intangible rights in favor of the Company for services or other performances by any third parties, including actors, writers, directors, individual producers and/or any and all other performing or nonperforming artists in any way connected with such item of Product, any and all general intangible rights in favor of the Company relating to licenses of sound or other equipment, or licenses for any photograph or photographic or other processes, and any and all general intangibles related to the distribution or exploitation of such item of Product including general intangibles related to or which grow out of the exhibition of such item of Product and the exploitation of any and all other rights in such item of Product set out in this definition;

(xv) any and all goods including, without limitation, inventory which may arise in connection with the creation, production or delivery of such item of Product and which goods pursuant to any production or distribution agreement or otherwise are owned by the Company and equipment;

(xvi) all and each of the rights, regardless of denomination, which arise in connection with the acquisition, creation, production, completion of production, delivery, distribution, or other exploitation of such item of Product, including, without limitation, any and all rights in favor of the Company, the ownership or control of which are or may become necessary or desirable, in the opinion of the Lender, in order to complete production of such item of Product in the event that the Lender exercises any rights it may have to take over and complete production of such item of Product;

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 5
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Company Number

5415068

Name of Company

Fireworks Acquisition Limited (the "Company")

Limited*

* delete if
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

*Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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(xvii) any and all documents issued by any pledgeholder or bailee with respect to such item of Product or any Physical Materials (whether or not in completed form) with respect thereto;
(xviii) any and all deposit or other accounts established by the Company with respect to such item of Product or otherwise, including the Collection Accounts;
(xix) any and all rights of the Company under any distribution agreements relating to such item of Product;
and any and all rights of the Company under contracts relating to the production or acquisition of such item of Product, including but not limited to, all contracts which have been delivered to the Lender pursuant to the Documents.

*Please complete
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"Account Receivables" means the account receivable set out in section 4.9 of the Disclosure Schedule to the Purchase Agreement;

"Assigned Agreements" means (i) the agreements set out in Section 2.4(i) of Schedule A to the Purchase Agreement and any other agreements which may be entered into for the distribution of Products from time to time, (ii) the Purchase Agreement, (iii) the purchase agreement assignment dated 20 July 2005 between the Company and CFIL, and (iv) the management agreement dated 20 July 2005 between the Company and CFIL (the "Management Agreement").

"Assigned Book Debts" means all present and future book debts payable under any Assigned Agreement and all rights relating thereto including any security or remedies therefor;

"Charged Property" means, the undertaking and assets of the Company from time to time, the proceeds of disposal of the same and all rights, title and interest in and to the same, in each case charged in favour of, or assigned to the B Agent for the benefit of the Beneficiaries by or pursuant to the Debenture;

"Fireworks Library" means the feature film and television library acquired by the Company pursuant to the Purchase Agreement.

"Product" means any motion picture, film, or video tape or other audio-visual work or any episode thereof produced for theatrical, non-theatrical or television release or for release in any other medium, in each case whether recorded on film, videotape, cassette, cartridge, disc or on or by any other means, method, process or device whether now known or hereafter developed, with respect to which the Company (i) is the copyright owner or (ii) acquires an equity interest or distribution rights. Included within each "item of Product" shall be, without limitation, the scenario, screenplay or script upon which such item of Product is based, all of the properties thereof, tangible and intangible, and whether now in existence or hereafter to be made or produced, whether or not in possession of the Company, and all rights therein and thereto, of every kind and character including, without limitation, the motion picture and television properties set out in the Purchase Agreement.

"Property Rights" means the benefit of contracts, agreements and covenants given or made by any person in connection with the Charged Property and the benefit of any guarantees, indemnities or similar instruments given or made in connection with the same;

"Security Interest" means any mortgage, pledge, lien, charge assignment, hypothecation or security interest or any other agreement or arrangement having similar effect.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05415068

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th JULY 2005 AND CREATED BY FIREWORKS ACQUISITION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY 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 29th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd AUGUST 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —