



CHFP100

Please do not
write in
this marginPlease 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 £13 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 on page 2 - Note 5)

For official use

Company number



6190624

Name of company

* Chemical Wedding Productions Limited

Date of creation of the charge

3 December 2007

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

Charge and Deed of Assignment dated 3 December 2007 between Chemical Wedding Productions Limited
(1) and Focus Films Limited (2) in relation to the Film entitled "Chemical Wedding"

Amount secured by the mortgage or charge

Repayment of the Debt and performance of the Secured Obligations

(The Debt and Secured Obligations as both defined in the Charge)

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

Focus Films Limited, The Rotunda Studios, Rear of 116/118 Finchley Road, London

Postcode NW2 5UT

Presenter's name address and
reference (if any)Simons Murhead & Burton
8-9 Frith Street
London W1D 3JB

Ref JG/Chemical Wedding

Time critical reference

For Official Use (02/00)
Mortgage SectionNON
PAYER

FRIDAY



PGDQL00T

PMO 15-12-07 392
COMPANIES HOUSE

LU72WVO3

L11 21/12/2007 2
COMPANIES HOUSEA28 15/12/2007 172
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As per the schedule attached

Please do not
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*Please complete
legibly, preferably
in black type, or,
bold block lettering*

Particulars as to commission allowance or discount (note 3)

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

Signed

SMAB

Date *21.12.07*

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 conditionalfor 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 are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is -
Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE TO FORM 395

Company: Chemical Wedding Productions Limited (Company Number 6190624)

For the purposes of this Form 395, capitalised terms shall, unless otherwise defined in this Form 395, have the meanings given to them in the Charge

1 Charge and Security Assignment

1 1 In consideration of the Chargee making or continuing to provide production services in connection with the Film, which the Chargor acknowledges is of benefit to it in connection with the production of the Film, the Chargor hereby covenants with the Chargee to pay or discharge to the Chargee the Debt and to duly and punctually perform and discharge the Secured Obligations

1 2 All sums due and payable by the Chargor under this Charge shall be made in full without set-off or counter-claim and free and clear of and (subject as provided in the next sentence) without deduction for or on account of any future or present taxes
If

(a) the Chargor is required by any law to make any deduction or withholding from any sum payable by the Chargor to the Chargee hereunder, or

(b) the Chargee is required by law to make any payment, on account of tax (other than tax on its overall net income) or otherwise, on or in relation to any amount received or receivable by the Chargee hereunder,

then the sum payable by the Chargor in respect of which such deduction, withholding or payment is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction, withholding or payment, (and after taking account of any deduction, withholding or payment which is required to be made as a result of the increase) the Chargee receives and retains a net sum equal to the sum which it would have received and so retained had no such deduction, withholding or payment been made

1 3 Charge

The Chargor by way of continuing security for payment of the Debt and performance of the Secured Obligations hereby charges with repayment of the Debt by way of first fixed charge in favour of the Chargee all of its right, title and interest in and to the following solely in relation to the Film and all collateral, allied, ancillary, and subsidiary rights therein, and all properties and things of value pertaining thereto and all products and proceeds thereof whether now in existence or hereafter made, acquired or produced throughout the world

(a) all pre-print elements capable of producing prints or additional pre-print elements including without limitation master negatives, negatives, duplicate negatives, colour reversals, intermediates, fine grain master prints, lavenders, colour separations, matrices, interpositives and internegatives and all other forms of pre-print elements which may be

necessary or desirable to produce prints or other copies or additional pre-print elements whether now known or hereafter devised,

- (b) all positive prints, negatives, prints, exposed film, developed film, answer prints, special effects materials, film, video tapes, discs, cut-outs and trims,
- (c) all soundtrack elements including master magnetic tracks, audio and video tapes and discs of all types and gauges, all other optical sound track recordings and music cue sheets,
- (d) any and all documents, receipts or books and records (including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee) with respect to the Film and any element thereof,
- (e) all machinery, electrical and electronic components, equipment, fixtures, furniture, office machinery, vehicles, trailers, implements and other tangible personal property of every kind and description (including, without limitation, all wardrobe, props, mikes, scenery, sound stages, movable, permanent or vehicular dressing rooms, sets, lighting equipment, cameras and other photographic, sound recording and editing equipment, projectors, film developing equipment and machinery) and all goods of like or type now owned or hereafter acquired by the Chargor in substitution or replacement thereof, and all additions and accessions thereto and all rents, proceeds and products thereof including, without limitation, the rights to insurance covering such equipment,
- (f) all present and future deposit and other accounts of the Chargor including without limitation the Production Accounts and the Chargor's interest in the Collection Account (subject to the terms of the Collection Agreement) maintained with any bank or other financial institution in any jurisdiction and any extension or renewal of such accounts and all certificates and instruments, if any, from time to time representing or evidencing such accounts from time to time opened by the Chargor and any and all monies (including interest) from time to time standing to the credit of each of them,
- (g) all cash, cash equivalents and other funds of the Chargor including, without limitation, the Chargor's deposits in all bank accounts, and all drafts, cheques, certificates of deposit, notes, bills of exchange, negotiable instruments and other writings which evidence a right to the payment of money and are not themselves security agreements and are of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment whether now owned or hereafter acquired,
- (h) all physical properties of every kind or nature of or relating to the Film and all versions thereof not otherwise included in this clause including, without limitation, all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Film, and all versions thereof or any part thereof in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof and any and all documents, instruments, goods and artwork

which may arise in connection with the creation, production, completion, delivery, financing, ownership, possession or exploitation of the Film, and

- (i) the proceeds of any and/or all of the foregoing,

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Assignment

By way of further continuing security for payment of the Debt and performance of the Secured Obligations the Chargor hereby assigns 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) all of its right title and interest in relation to the Film in and to the following throughout the world for the full period of copyright

- (a) all literary property and material and ancillary rights in relation to the Film, including without limitation the Screenplay, any underlying literary property, and any other literary material on which the Film is based or from which it is adapted or inspired or which has been used or included in the Film including without limitation all scripts, stories, treatments, novels, outlines, books, manuscripts or other properties or materials of any kind or nature in whatever state of completion and all drafts, versions and variations thereof, and the copyrights therein,
- (b) the copyright of the Film or any part or component thereof and all rights and interests in copyright and renewals, reversions, revivals, reinstatements and extensions of copyrights (both domestic and foreign) whether presently in existence or hereafter created and the rights (but not the obligation) to register any claim under copyright and to renew and extend such rights,
- (c) the music and musical compositions of the Film including the lyrics and all copyrights therein and all rights to exploit the same and to produce, publish, reproduce, perform, record, copy and synchronise all or any of the same,
- (d) all rights to produce, distribute, lease, license, sell, exhibit, broadcast, transmit, reproduce, market, lease, sub-lease or otherwise deal with the Film and any and all rights therein in perpetuity by all methods and means and in all media whether now known or hereafter conceived, devised or created throughout the universe,
- (e) all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor relating to the Film or to any literary property and ancillary rights and any other elements of the Film referred to in this clause,
- (f) all sequel, remake, serial, series or re-issue rights in the Film including television, audio and video rights and all other rights arising out of or in connection with or inspired by the Film or any components thereof,
- (g) all ancillary publishing, spin-off, commercial exploitation and merchandising rights of every kind and nature in the Film and/or arising out of or in connection with or inspired by the Film, the title of the Film and/or the characters appearing in the Film, including but not limited to

novelisation and publishing rights and commercial tie-ups and sponsorships,

- (h) all those the Chargor's rights, interests and benefits in and to the Relevant Agreements together with the benefit of the proceeds thereof,
- (i) all rent, revenues, income, compensation, products, increases, proceeds and profits or other property obtained or to be obtained from the production, release, sale, distribution, subdistribution, lease, sublease, marketing, licensing, sublicensing, exhibition, broadcast, transmission, reproduction, publication, ownership, exploitation or other uses or disposition of the Film (or any rights therein or part thereof), in any and all media, including without limitation, the properties thereof and of any collateral, allied, ancillary, merchandising and subsidiary rights therein and thereto, and amounts recovered as damages by reason of unfair competition, the infringement of copyright, breach of any contract or infringement of any rights, or derived therefrom in any manner whatsoever,
- (j) the title of the Film and all of the Chargor's rights to the exclusive use thereof including rights protected pursuant to registered or unregistered trade mark, service mark, unfair competition, passing off and/or other laws, rules or principles of law or equity,
- (k) all inventions, processes, formulae, licences, patents, patent rights, trade marks, trade mark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and company names, business, source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired in respect of the Film, and the accompanying good will and other like business property rights, and the rights (but not the obligation) to register claims under such trade marks or patents and to renew and extend such trade marks or patents and the right (but not the obligation) to sue in the name of the Chargor or in the name of the Chargee for past, present or future infringement of trade mark or patent,
- (l) all other rights and properties acquired or to be acquired by the Chargor in connection with the Film and the proceeds of any and/or all of the foregoing,
- (m) the proceeds of any UK Tax Credit Proceeds or similar arrangements available in relation to the Film,
- (n) the proceeds of any and/or all of the foregoing,

15 The Chargor by way of continuing security for the Debt and performance of the Secured Obligations additionally charges to the Chargee by way of first floating charges all its present and future undertaking, assets and rights relating to the Film whatsoever and whenever including but not limited to the stock in trade and cash in the bank or otherwise now or at any time during the continuance of this Charge belonging to it to the extent the same are not for the time being effectively charged by way of fixed charge to the Chargee or effectively assigned (whether at law or in equity) by way of security to the Chargee and the Chargor agrees not to part with,

sell or dispose of the whole or part of their said undertakings and assets (except by way of sale in the ordinary course of its business and for the purpose of carrying on the same or pursuant to the terms of the Relevant Agreements and without prejudice to the abovementioned legal charge and assignments) or any part thereof

- 1 6 The Chargor hereby warrants and covenants with the Chargee that it is absolutely entitled to the benefit of the agreements and rights referred to in clause 1 2 and clause 1 3 and that it is the owner of the Charged Assets free from encumbrances and has full power, title and authority to charge and/or assign the Charged Assets and that it shall not without the Chargee's prior written consent create or permit to arise or to subsist any encumbrance, charge, security interest or pledge upon the whole or any part of the Charged Assets other than any security interest referred to in the Interparty Agreement relating to the Film and the Chargor warrants that it has taken all corporate action necessary to authorise its execution of this Charge and performance of its obligations hereunder
- 1 7 Notwithstanding anything contained herein if any Chargor charges, pledges or otherwise encumbers any of the Charged Assets the charges created herein in favour of the Chargee shall rank in priority to such other charges, security interests, pledges or encumbrances whether they be fixed, floating or otherwise
- 1 8 This Charge is a continuing security and shall remain in force notwithstanding any intermediate payment or settlement of account or other act, omission or matter whatsoever which might operate to release a chargor from its obligations hereunder or affect such obligations or release or diminish the security hereunder and is in addition to and shall not merge into or otherwise prejudice or affect any guarantee, encumbrance, charge, security interest or other right or remedy now or hereafter held by or available to the Chargee as regards the Chargor or any other person, firm or corporation in respect of the Charged Assets and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any right which the Chargee may now or hereafter have or by the Chargee giving time for payment or indulgence or compounding with any other person
- 1 9 The Chargor shall hold on trust for the Chargee absolutely its entire interest and benefit in and to the Charged Assets or any part thereof which cannot be charged or assigned by the Chargor together with, without limitation, all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Charged Assets
- 1 10 The Chargor shall when required by and at the expense of the Chargee (whether before or after this Charge shall have become enforceable) execute and do all such mortgages, charges, transfers, assignments, security instruments, assurances, documents, acts and things in such form and otherwise as the Chargee may require under the laws of any jurisdiction for improving or perfecting the security intended to be hereby constituted, for further charging and/or assigning the Charged Assets in order to secure further the Debt, for converting any floating charges forming part of this Charge into a fixed charge, for protecting the Chargee's interest in the Charged Assets or for effecting or facilitating the realisation thereof or the exercise by the Chargee of any and all of its powers, authorities and discretions hereby or by statute conferred on it or any Receiver and shall from time to time when so required by the

Chargee produce to or deposit with the Chargee during the continuance of this Charge all deeds and documents of title relating to the Charged Assets or any of them

- 1 11 The covenants implied by Sections 2(1) and 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the assignment hereby created provided that the operation of such covenants shall be extended by the omission from paragraph (b) of Section 3(1) of the words following "third parties"
- 1 12 Paragraph 14, schedule B1 Insolvency Act 1986 (incorporated by schedule 16 Enterprise Act 2002) shall apply to any floating charge created pursuant to this Charge
- 1 13 This Charge is in addition to and shall not merge with or otherwise prejudice or affect or be prejudiced by any other right, remedy, guarantee, indemnity or security and may be enforced without first having recourse to the same or any other bill, note, mortgage, charge, pledge or lien now or hereafter held by or available to the Chargee
- 1 14 The liability of the Chargor shall not be affected nor shall this Charge be discharged or diminished by reason of
- (a) any present or future bill, note, guarantee, indemnity, mortgage, charge, pledge, lien or other security or right or remedy held by or available to the Chargee becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Chargee from time to time dealing with, exchanging, varying, realising, releasing or failing to perfect or enforce any of the same, or
 - (b) any act or omission which would have discharged or affected the liability of the Chargor had it been principal debtor instead of guarantor or by anything done or omitted which but for this provision might operate to exonerate the Chargor
- 1 15 The Chargor warrants to the Chargee that it has not taken or received and undertakes that it will not take or receive the benefit of any security from any other party in connection with this Charge If any such security is taken, the Chargor hereby declares that such security and all moneys at any time received in respect thereof shall be held on trust for the Chargee and as security for the liabilities of the Chargor under this Charge
- 1 16 Until the Secured Obligations and the Debt have been paid, discharged or satisfied in full, the Chargor hereby waives all rights of subrogation, contribution and indemnity against any other party or any other person liable and agrees not to (i) demand or accept any guarantee, indemnity mortgage charge or other security in respect of any of its obligations under this Charge from any other person liable, (ii) take any steps to enforce any right against any other person liable in respect of any of the Secured Obligations, or (iii) exercise any right of set-off or counterclaim against any other person liable or claim or prove or vote as a creditor in competition with the Chargee in the liquidation, administration or other insolvency proceeding of any person liable to have the benefit of, or share in any payment from or composition with any other person liable or any guarantee, indemnity, mortgage, charge or other security now or hereafter held by the Chargee for any obligations of

any other person liable. If the Chargor receives any payment or other benefit or exercises any set-off or counter-claim or otherwise acts in breach of this clause anything so received and any benefit derived directly or indirectly by the Chargor therefrom shall be held in trust for the Chargee and as security for the liabilities of the Chargor under this Charge.

- 1 17 Any release, discharge or settlement between the Chargor and the Chargee shall be conditional upon no security, disposition or payment to the Chargee by any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and, if such condition shall not be fulfilled, the Chargee shall be entitled to enforce this Charge subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.
- 1 18 Unless and until the Chargee is satisfied in its absolute discretion as to the solvency of the Chargor, the Chargee shall be entitled to retain any security constituted by or pursuant to this Charge for a period of up to six months after the payment, discharge or satisfaction of all moneys, obligations and liabilities that are or may become due, owing or incurred to or in favour of the Chargee the Chargor and notwithstanding any such payment, discharge or satisfaction, in the event of an act of insolvency by or the commencement of winding-up of the person making such payment or effecting such discharge or satisfaction at any time within the said period of six months, the Chargee shall be entitled to retain any such security for such further period as the Chargee may determine.
- 1 19 The Chargee shall not be obliged before it takes steps to enforce this Charge
- (a) to take action or obtain judgment in any court against any other person, or
 - (b) to make or file any claim in an insolvency or liquidation any other person, or
 - (c) to make, enforce or seek to enforce any claim against any other person under any security or other document, agreement or arrangement.
- 1 20 The Chargee hereby grants to the Chargor a licence in and to the Charged Assets throughout the universe for the sole purpose of performing its obligations under the Relevant Agreements. This licence will terminate immediately on the occurrence of an Event of Default.

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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 06190624

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE AND DEED OF ASSIGNMENT DATED THE 3rd DECEMBER 2007 AND CREATED BY CHEMICAL WEDDING PRODUCTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FOCUS FILMS 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 15th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st DECEMBER 2007

*PO
Lunney.*



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES