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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

056247/13

Particulars of a mortgage or charge

395

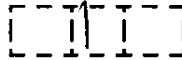
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06420561

Name of company

* DAGGER OF TIME PRODUCTIONS LTD (the "Chargor")

Date of creation of the charge

20 February 2009

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

Deed of Security Assignment and Charge (the "Charge") in respect of the
film provisionally entitled "Prince of Persia" between (1) the Chargor and
(2) the Chargee.

Amount secured by the mortgage or charge

4
10
All present and future obligations and liabilities (actual or contingent)
of the Chargor (whether or not for the payment of money and including any
obligation to pay damages for breach of contract, any obligation to make
restitution and all liabilities acquired by the Chargor from any third
party) which are, or are expressed to be, or may become, due, payable or
owing to the Chargee under or in connection with the Finance Documents and
any other Transaction Documents, together with all costs, charges, taxes or
expenses incurred by the Chargee which the Chargor is obliged to pay under
the Finance Documents and any other Transaction Documents. (the "Secured
Obligations")

Defined terms, if not defined in this Form 395, shall bear the meaning as
set out in Schedule 2.

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

WALT DISNEY PICTURES (the "Chargee") 500 South Buena Vista Street, Burbank,
California, USA

Postcode 91521

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

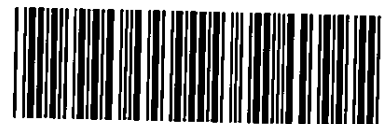
OLSWANG
90 High Holborn
London
WC1V 6XX

Time critical reference

For official Use (06/2005)

Mortgage Section

FRIDAY



ASDX07QX

A08

27/02/2009

354

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached Schedule 1.

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this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Olweny

Date 25/02/09.

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† 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 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

SCHEDULE 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Capitalised terms not otherwise defined in this schedule shall have the meanings set out in Schedule 2.

1. SECURITY

- 1.1 The Chargor with full title guarantee and as continuing security for full and timely performance, payment and discharge of the Secured Obligations absolutely assigned to the Chargee (and insofar as is necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright Designs & Patents Act 1988) all of its rights, title and interest in and to the following throughout the world for the full period of copyright and thereafter in perpetuity:

1.1.1 the Underlying Rights;

1.1.2 the copyright and all other rights of every kind and nature (including, without limitation, all intellectual property rights and rights acquired by way of licence) in and to the Film and all musical compositions, scores and sound recordings (including lyrics), sketches, designs, plans and costumes made for or used in the production or distribution of, or featured in, the Film, and all other copyright works produced in connection with the Film (in each case including the right to adapt, transform, record, produce, reproduce, publish or synchronise the same in the Film or to permit the private or public performance of the same by exhibition or broadcast of the Film), whether registered or not (and including all applications for the same) and the title of the Film and all rights to the exclusive use thereof, including all rights of trade marks and service marks, whether registered or not, and all other rights protected pursuant to regulations, laws or principles of law or equity;

being

1.1.3 the Ancillary Rights;

1.1.4 the benefit of all contracts and policies of insurance or indemnity and cut-through arrangements to any reinsurer, in each case, taken out by or on behalf of the Chargor, or under which the Chargor has an interest, in each case in connection with the Film, and all insurance proceeds at any time paid or payable to the Chargor (including, without limitation, all claims relating to them and any and all rights to require payment of any amount under them and returns of premium in respect of them) pursuant to such policies and arrangements;

1.1.5 the benefit of each Transaction Document to which the Chargor is a party including, without limitation, all rights granted and all amounts payable thereunder and the benefit of all representations, warranties, covenants and undertakings and other assurances given to the Chargor under or in respect of any such Transaction Document, (including all causes and rights of action

arising under or in respect of any such Transaction Document and any and all rights to make claims or otherwise require payment of any amount under, or performance of, any provision of any such Transaction Document);

- 1.1.6 the benefit of any letter of credit or bond issued in the Chargor's favour, any bill of exchange or other negotiable instrument held by the Chargor and all other agreements entered into or to be entered into by the Chargor in relation to the Film;
- 1.1.7 the right to distribute, lease, licence, sell, exhibit, exploit, broadcast or otherwise deal with the Film, the Underlying Rights and the Ancillary Rights by all methods and means in all media throughout the Territory;
- 1.1.8 all of the Chargor's right, title and interest in and to any and all sums paid or payable to the Chargor now due or which hereinafter may become due to the Chargor by any state, federal, provincial or other governmental body or authority directly or indirectly by way of subsidy, tax credit, tax refund, production credit or similar benefit, or pursuant to any tax shelter, sale and leaseback transaction, co-production structure or similar transaction and all allied, ancillary and subsidiary rights therein;
- 1.1.9 all inventions, processes, formulae, licences, patents, patent rights, trademarks, trademark 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, and the accompanying goodwill and other like business property rights relating to the Film, and the right (but not the obligation) to register claims under trademark or patent and to renew and extend such trademarks 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 trademark or patent;
- 1.1.10 all other accounts receivable, contract rights, general intangibles, intellectual property, investment property, letter of credit rights and supporting obligations, which are related to or used in the Film; and
- 1.1.11 the products and proceeds of any and/or all of the foregoing, including, without limitation, all monies received and receivable for any reason in connection with the above.
- 1.2 The Chargor, with full title guarantee, charged by way of first fixed charge and as continuing security for the full and timely performance, payment and discharge of the Secured Obligations:
 - 1.2.1 all the rights referred to in Clause 1.1 (to the extent not effectively assigned pursuant to Clause 1.1);
 - 1.2.2 all physical properties of every kind and nature of or relating to the Film and all musical scores, lyrics, sound recordings, scripts, sketches plans, designs and

other works produced in connection with the Film or otherwise relating to the development, completion, delivery exploitation or distribution of the Film;

- 1.2.3 all physical elements of the Film including, without limitation, all negatives, duplicate negatives, inter-negatives, inter-positives, positive prints and positive sound and visual material made or to be made incorporating or reproducing all or any part of the Film and the trailer(s) of the Film all pre-print materials, exposed film, developed film, special effects and other physical properties of every kind and nature relating to the Film in any and all formats whether now known or hereafter devised, in whatever stage of completion;
 - 1.2.4 all sums from time to time standing to the credit of the Chargor in each Account and the debt represented by such Account, from time to time;
 - 1.2.5 all of its book and other debts and all other amounts due and owing to it and the benefit of all rights, securities or guarantees of any type held by it in relation thereto;
 - 1.2.6 all shares, stocks, debentures, bonds and other securities and investments owned by it or held by any nominee on its behalf and all dividends, interest or other amounts accruing, paid or payable in connection therewith;
 - 1.2.7 all plant and machinery, fixtures or equipment or chattels now or hereafter belonging to the Chargor in respect of the Film, including, without limitation, all office machinery, vehicles, trailers, implements, wardrobes, props, scenery, sound stages and equipment, dressing rooms, sets, lighting equipment, cameras and other photographic equipment, sound recording and editing equipment projectors, film developing equipment and machinery and other intangible personal property of every kind and description which the Chargor has acquired or shall acquire in connection with the Film, and all similar goods acquired or to be acquired in substitution or replacement thereof, wherever located;
 - 1.2.8 the benefit of all Authorisations and the right to recover and receive compensation which may be payable to it in respect of such Authorisations;
 - 1.2.9 all other properties (whether tangible or intangible) and things of value acquired or to be acquired by the Chargor incorporating or reproducing the Film or any part or element thereof or otherwise in connection with the Film; and
 - 1.2.10 the products and proceeds of any and / or all of the foregoing, including without limitation, all monies received or receivable for any reason by or on behalf of the Chargor in connection with the above.
- 1.3 The Chargor with full title guarantee charged by way of first floating charge as continuing security for the full and timely performance, payment and discharge of the Secured Obligations the entire business, undertaking, property, assets, revenues, rights and uncalled capital, present and future, of the Chargor (but excluding the rights and assets effectively assigned or charged by way of fixed charge under the Charge) and all its

rights and assets not at any time otherwise effectively assigned or charged by way of fixed charge under the Charge.

- 1.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge referred to in Clause 1.3, which charge is accordingly a qualifying floating charge for such purposes.

2. NEGATIVE PLEDGE

The Chargor shall not without the prior written consent of the Chargee:

- 2.1 create or allow to subsist any Encumbrance (other than the Permitted Encumbrances) on or in respect of any Charged Assets; or
- 2.2 sell, transfer, licence, lease, dispose of or otherwise part with any Charged Assets; or
- 2.3 redeem the security created by the Charge without at the same time redeeming every or any existing or future mortgage, charge or other security of whatever nature for the time being held by the Chargee on property wherever situated and whether now or hereafter belonging to the Chargor in relation to the Film; or
- 2.4 redeem any such mortgage, charge or other security of whatever nature in relation to the Film without at the same time redeeming the security created by the Charge.

SCHEDULE 2

DEFINED TERMS

"Account" means each production account established for or in relation to the Film by the Chargor, and each other account opened by or on behalf of the Chargor with any person from time to time in connection with the Film;

"Ancillary Rights" means all collateral, subsidiary, allied and ancillary rights of every kind and nature in and to the Film including, without limitation, all re-make, sequel and spin-off and other transformative rights, all merchandising, commercial tie-in, literary publishing, music publishing, soundtrack album, non-theatrical (including airline and ship) rights and all wireless and on-line rights, in all media whether now known or hereafter invented;

"Authorisations" means any authorisation, permit, licence, consent or approval required by the Chargor in connection with the entry into, performance, validity and enforceability of the Charge, all documents, receipts, books or records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder or bailee in connection with the Film (or any element thereof) and the equipment containing such books and records and all Transaction Documents to which the Chargor is a party;

"Charged Assets" means, the property, assets and interests (whether present or future) which are the subject of any security created by the Charge (and includes all income generated thereby, all proceeds of sale thereof and any present and future property, assets and interests of that type);

"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, arrangement for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the person so agreeing or disposing;

"Film" means the film provisionally entitled "Prince of Persia";

"Finance Documents" means (a) the Production Agreement; (b) the Charge; and (c) any other agreement, deed, notice or certificate entered into or given by any of the Relevant Parties from time to time creating, evidencing or entered into as security for, or for supporting either of, or entered into in accordance with either of, the documents referred to in (a) and (b) above or which the Chargee and the Chargor may from time to time agree constitutes a Finance Document;

"Permitted Encumbrances" means the security interest created by the Charge;

"Production Agreement" means an agreement dated on or about the date of the Charge between the Chargor and the Chargee, setting out the terms upon which the Chargor shall produce, complete and deliver the Film to the Chargee;

"Relevant Party" means, each party to a Transaction Document, other than the Chargee (to the extent such party has any obligations outstanding under such Transaction Documents);

"Screenplay" the final screenplay for the Film entitled "Prince of Persia" and all drafts of the same;

"Territory" means the universe;

"Transaction Document" means any and all documents entered into in relation to and/or as part of the production, financing and/or exploitation of the Film;

"Underlying Rights" means all of the copyright and other rights of any kind or nature in the material underlying the Film, including, without limitation, all rights in the Screenplay, and all underlying literary, dramatic and recorded material upon which the Film is based or from which it is adapted or developed, in whole or in part, or which may from time to time be included or used in the Film and any other material which is necessary to enable the Film (or any part or element of the Film) to be produced, delivered, exploited, published, reproduced and synchronised in accordance with the terms of the Transaction Documents.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6420561
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 20 FEBRUARY 2009 AND CREATED BY
DAGGER OF TIME PRODUCTIONS LTD. FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
WALT DISNEY PICTURES ON ANY ACCOUNT WHATSOEVER
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 27 FEBRUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MARCH 2009

P.C.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES