

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

16 2226/13

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)

For official use

Company number

[2] [1] [1]

6957176

Name of company

* Cadmium Entertainment Plc (the "Chargor")

Date of creation of the charge

11 September 2009

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

Deed of Security Assignment and Charge (the "Charge")

Amount secured by the mortgage or charge

The payment to the Chargee of the Debt (as defined below) and the performance of the obligations under the Charge and the Loan Agreement (as defined below) (the "Secured Obligations")

£ + 10

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

Ingenious Resources Limited (Company Number 05312742) whose registered office is at 15 Golden Square, London (the "Chargee")

Postcode W1F 9JG

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

Field Fisher Waterhouse LLP
35 Vine Street
London
EC3N 2AA

Ref: 44671.7/SXP

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

FRIDAY



LD3

LOT2ADDG

18/09/2009

96

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. By way of first fixed charge with full title guarantee, the Chargor's right, title and interest (if any) both present and future, vested and contingent, statutory and otherwise, in and to those items referred to in paragraph 2 below (insofar as such items are not effectively assigned pursuant to the assignment at paragraph 2 below) in relation to the film "A-Team" (the "Film").

+ 15

Continued in Addendum 4/4/, on Continuation sheets 1 and 2

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)

Signed



Date 17 September 2009

On behalf of ~~[company]~~ (mortgagee/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

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

Company Number

6957176

Name of Company

Cadmium Entertainment Plc (the "Chargor")

XXXXXX

* delete if
inappropriate

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

1

**Please complete
legibly, preferably
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bold block lettering**

Please do not
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binding margin

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

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

2. By way of assignment absolutely to the Chargee with full title guarantee (where relevant by way of present assignment of present and future copyright) all its right, title and interest (both present and future, vested and contingent, statutory and otherwise) (if any) in and to the following to hold the same throughout the world for the full period of copyright (or other rights) in the same wherever subsisting or acquired and all renewals and extensions thereof:

(i) the benefit of the Members' Agreement, the Operator's Agreement and the Payment Deed (solely in so far as it relates to the Chargor's entitlement to the Borrower's Distributable Receipts as set out in the Payment Deed);

(ii) all the Chargor's rights, interests and benefits in and to the Relevant Agreements (to which the Chargor is a party) and all other agreements entered into or to be entered into by the Chargor relating to the Film and the benefit of all income or moneys payable to the Chargor or to which the Chargor is entitled in respect thereof (solely to the extent that the same represent Borrower's Distributable Receipts);

(iii) all income and proceeds derived from any and all of the foregoing.

3. By way of floating charge all those rights, properties and the assets comprising the Collateral whatsoever and wheresoever situated both present and future, to the extent not effectively assigned pursuant to paragraph 2 above or charged by way of fixed charge under or pursuant to paragraph 1 above.

The Chargor warranted, undertook and agreed not without the Chargee's prior written consent to create or permit to arise or to subsist any Encumbrance upon the whole or any part of the Collateral other than the Permitted Encumbrances. Without prejudice to the foregoing the Chargor further covenanted with the Chargee not without the Chargee's prior written consent to create or permit to arise or to subsist any Encumbrance upon its right, title and interests in and to the Members' Agreement and/or the Operator's Agreement to the extent that they relate to receipts which constitute Borrower's Distributable Receipts in relation to the Film.

The following capitalised terms shall have the following meanings:

Borrower's Distributable Receipts - shall have the meaning given to it in the Loan Agreement;

Collateral - the property, assets and interests (whether present or future) hereby charged or assigned or each or any of them or part thereof under the Charge 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 Charge;

Debt - the Loan together with interest thereon and all other sums from time to time due and are payable to the Chargee under the Loan Agreement and the Charge;

Encumbrance - any mortgage, charge, pledge, hypothecation, lien (other than a lien arising solely by operation of law in the normal course of business, the aggregate amount of which is not material), assignment, option, right of set off, security interest, trust arrangement and any other preferential right or agreement to confer security and any transaction which, in legal terms, is not a secured borrowing but which has an economic or financial effect similar to that of a secured borrowing;

IMIL - Ingenious Media Investments Limited (Company Number 03775736, previously called Ingenious Films Limited);

Continued in Addendum 4/4/, on Continuation sheet 2

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Particulars of a mortgage or charge (continued)

Please do not
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binding margin

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

*Please complete
legibly, preferably
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bold block lettering*

Company Number

6957176

Name of Company

Cadmium Entertainment Plc (the "Chargor")

XXXXXX
XXXXXX

* delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

Please do not
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binding margin

*Please complete
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bold block lettering*

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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bold block lettering*

Loan - the facility granted pursuant to the Loan Agreement and such other amounts as may be payable under the terms of the Loan Agreement;

Loan Agreement - a loan agreement dated 11 September 2009 between the Chargor and the Chargee;

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

Members' Agreement - the agreement entered into between inter alia, the Chargor, IMIL and the Partnership;

Operator's Agreement - the agreement entered into between IMIL and the Partnership relating to the operation of the Partnership;

Partnership - Golden Square Media Partners 2 LLP;

Payment Deed - shall mean the payment deed between inter alios the Chargor and the Chargee;

Permitted Encumbrances - shall mean the encumbrances created by the "Security Agreements" (as defined in the Loan Agreement); and

Relevant Agreements - the Charge and those agreements listed in Schedule 1 of the Charge and the Payment Deed.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6957176
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 11 SEPTEMBER 2009 AND CREATED BY
CADMIUM ENTERTAINMENT PLC FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO
INGENIOUS RESOURCES LIMITED 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 18 SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 SEPTEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES