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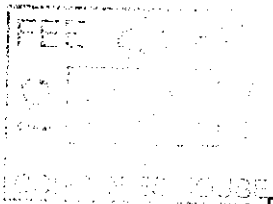
LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

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

CHFP025

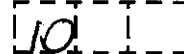
Please complete
in typescript, or
in bold black
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LLP Number

OC316624

For official use



Full Name of Limited Liability Partnership

Eclipse Film Partners No. 17 LLP (the "Chargor")

Date of creation of the charge

19 July 2006

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

Copyright Mortgage and Assignment (re: MSA Agreement) in respect of a motion picture provisionally entitled "Pirates of the Caribbean 3" (the "Film") between the Chargor and the Chargee as defined, respectively, above and below (the "Charge").

Amount secured by the mortgage or charge

(i) The Chargor's obligation to pay or cause to be paid to the Chargee, on the terms and subject to the conditions set forth in the MSA Agreement, (A) the Fixed Commission and (B) the Contingent Receipts Commission; (ii) the Chargor's obligation to direct the Chargee to pay to the Studio amounts due to the Studio pursuant to the Licensing Agreement; (iii) the Chargor's obligation to deliver the Marketing Elements; (iv) all other obligations, covenants, representations and warranties of the Chargor under the MSA Agreement, whether existing at the time of creation of the Charge or thereafter arising; and (v) the Chargor's obligations, covenants, representations and warranties under the Security Agreement (including, as to all of Clauses (i)-(v) of Recital C of the Security Agreement, the payment of any and all amounts which would become due but for the operation of the automatic stay under section 362(a) of the Bankruptcy Code, 11 U.S.C. 362(a) or the operation of any other provision of law of any jurisdiction which would otherwise cause a stay of payment of such amounts) (the "Obligations").

Signed

Olmswang

Date 5 August 2006

On behalf of ~~XXXXXXXXXX~~/chargee] (delete as appropriate)

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

OLSWANG

90 High Holborn, London WC1V 6XX
DX: 37972 Kingsway

Tel 020 7067 3000

E-mail

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff



Names and addresses of the mortgagees or persons entitled to the charge	WDMSP Limited, 3 Queen Caroline Street, Hammersmith, London W6 9PE, England (the "Chargee")
Short particulars of all the property mortgaged or charged	<p>The Chargor mortgaged, assigned, transferred, set over, conveyed, granted and delivered to the Chargee and granted to the Chargee, as security for the Obligations, a security interest, copyright mortgage and lien in and to all of such Chargor's right, title and interest in and to the Collateral, wherever located, whether in existence at the time of creation of the Charge or thereafter created and whether owned at the time of creation of the Charge or thereafter acquired, with respect to the Film. Without limiting the generality of the foregoing, the aforesaid conveyance and assignment includes, with respect to the rights granted, all prior choses-in-action at law, in equity and otherwise, the right to recover all damages and other sums and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.</p>
Particulars as to commission allowance or discount (note 3)	N/A

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 LLP398 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 LLP 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 Form LLP395 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**.

* As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001

SCHEDULE
Defined Terms

In this Form LLP395, words and expressions shall, unless the context otherwise requires, have the meanings set against them below:

"Annual Ordinary Distributions"	all Annual Ordinary Distributions (as defined in the Distribution Agreement) payable from time to time to the Chargor pursuant to the Distribution Agreement;
"Collateral"	<p>all of the following, wherever located, whether in existence at the time of creation of the Charge or thereafter created, and whether owned at the time of creation of the Charge or thereafter acquired:</p> <p>(i) all of the Chargor's rights to payment pursuant to that certain Distribution Agreement dated on or about the date of the Charge by and between WDPT Film Distribution VII LLC and the Chargor (the "Distribution Agreement"), including, without limitation, the Chargor's rights to be paid Variable Distributions, but excluding the Annual Ordinary Distributions and the LLP Contingent Receipts Share;</p> <p>(ii) the Rights (as defined in Annex I to the Charge) in and to the Film;</p> <p>(iii) all of the following, to the extent necessary for the Chargee to exercise the Rights in the Film: (a) the Film and all rights in and relating to the Film; (b) the screenplay upon which such Film is based (the "Screenplay") and all rights in and relating to the Screenplay; (c) all rights in and to any literary, musical, dramatic or other material upon which the Screenplay and / or the Film is / are based or which is used or included in the Film, including all preliminary and final scripts, scenarios, screenplays (including the Screenplay), bibles, stories, treatments, novels, outlines, books, titles, concepts, manuscripts or other properties or materials of any kind or nature, and all rights pursuant to any and all documents pursuant to which the Chargor secured any right, title or interest in and to any of the foregoing (collectively, the "Literary Property"); (d) all collateral, allied, ancillary, subsidiary, publishing and merchandising rights of every kind and nature, without limitation, derived from, appurtenant to or related to the Film or the Literary Property, including, without limitation, all production, exploitation, or reissue, remake, sequel, serial or production rights by any means and in any medium known at the time of creation of the Charge or thereafter devised, whether</p>

	<p>based upon, derived from or inspired by the Film, the Literary Property or any part thereof; all rights to use, exploit and license others to use or exploit any and all novelization, publishing, commercial tie-ups and merchandising rights of every kind and nature, including, without limitation, all novelization, publishing, merchandising rights and commercial tie-ups arising out of or connected with or inspired by the Film or the Literary Property, the title or titles of the Film, the characters appearing in the Film or said Literary Property 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 the Film, all remakes or sequels thereof and / or said Literary Property;</p> <p>(e) all rights of every kind or nature, present and future, in and to all agreements and understandings (whether or not evidenced in writing) relating to the Screenplay, the Film, and the development, production, completion, delivery and exploitation of the Film, including, without limitation, all agreements for personal services, including the services of writers, directors, cast, producers, special effects personnel, personnel, animators, cameramen and other creative, artistic and technical staff and agreements for the use of studio space, equipment, facilities, locations, animation services, special effects services and laboratory contracts, and any and all rights derived therefrom or relating thereto;</p> <p>(f) all tangible personal property and physical properties of every kind or nature whatsoever of or relating to the Film (including, without limitation: (A) all exposed film, developed film, positives, negatives, prints, answer prints, trailers, soundtracks, music and effects tracks, video masters, video and audio recordings (collectively, the "Physical Elements"); and (B) copies of all (1) continuity lists, (2) dialogue lists, (3) spotting lists, (4) synchronization licenses, (5) composers' agreements, (6) contracts relating to the acquisition and production of the Film, (7) cast lists, (8) still photographs and artwork, (9) press books, (10) story synopses, (11) credit requirements lists, (12) posters, (13) advertising, and (14) publicity materials), and all versions thereof (including, without limitation, all foreign language versions) and all of the Chargor's rights of access to and use of the foregoing (collectively and together with the Physical Elements, the "Physical Properties");</p> <p>(g) all rights (including without limitation all motion picture, television and other production rights) in and to any and all lyrics, music and musical compositions created for, used in or to be used in</p>
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	<p>connection with the Film, including, without limitation, all copyrights therein, and further including, without limitation, all rights to record, re-record, produce, reproduce and/or synchronize all of said lyrics, music and musical compositions in and in connection with motion picture, television and other productions (collectively, the "Music Rights"); (h) the title of the Film and all marks and devices connected with or related to the Film or used or to be used in connection with the exploitation of the Film, and all rights of the Chargor to the use of all of the foregoing, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and / or the rules and principles of law pertaining thereto or to any other applicable statutory, common law, or other rule or principle of law; (i) all insurance and insurance policies by the time of creation of the Charge or thereafter placed upon the Film, the Physical Properties or the insurable properties thereof and / or upon any individual, corporation, trust, estate, partnership, joint venture, company, association, league, group, government bureau, agency or subdivision thereof or other entity of whatsoever kind or nature (incorporated or unincorporated) (collectively, "Person") or Persons engaged in the development, production, completion, delivery or exploitation of the Film and the proceeds thereof; (j) all rights in and to all agreements and commitments relating to the development, production, completion, delivery and exploitation of the Film, including, without limitation, all agreements and commitments for personal services, including the services of all members of the casts and crews; (k) all statutory and common law copyrights, domestic and foreign, and all renewals and extensions of any such copyrights, and all rights and interests in such copyrights, renewals and extensions, obtained or to be obtained on the Film, the Literary Property and / or the Music Rights, together with any and all copyrights, domestic and foreign, and all renewals and extensions of any such copyrights, and all rights and interests in such copyrights, renewals and extensions, obtained or to be obtained in connection with the Film or any underlying or component elements of the Film, including without limitation the Literary Property and the Music Rights, together with the right to copyright and all rights to renew or extend such copyrights and the right to sue in the name of the Chargor, or in the Chargee's name, for past, present and future infringements of copyright, upon the Film, and / or the Literary Property and / or the Music Rights and / or any part thereof; (l) all rights to</p>
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produce, acquire, finance, release, sell, distribute, sub-distribute or otherwise exploit the Film, the Literary Property, the Music Rights, the Physical Properties and any and all rights therein in any manner, in any media throughout the universe, in perpetuity; (m) all rights under contract or any other commitment or agreement which grant to any Person (including without limitation all rights under contract or any other commitment or agreement which grant to the Chargee) any right to produce, acquire, finance, release, sell, distribute, sub-distribute or otherwise exploit the Film or any rights in or to the Film, and all accounts and general intangibles arising out of the exploitation of the Film or otherwise associated with or relating to the Film, including without limitation all rights to receive any sums payable under any such contract, commitment, agreement, accounts or general intangibles; (n) any security interest, copyright mortgage, mortgage, lien, pledge, charge, encumbrance, limitation, restriction, right, claim, license, lease, sale, purchase or assignment of any kind or nature in, to, of or upon any of the foregoing, excluding the N.I.I.B. Debenture;

(iv) all deposit and other accounts 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, including, without limitation, the Collection Account, but specifically excluding the Dedicated Account and the Partnership Account (hereinafter referred to collectively as the "**Bank Accounts**");

(v) all cash, cash equivalents and other funds of the Chargor including, but not limited to, the Chargor's deposits in the Bank Accounts (excluding the Deposits) and all drafts, checks, certificates of deposit, notes, bills of exchange and other writings that evidence a right to the payment of money and are not themselves security agreements or leases 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, excluding the Letter of Credit (all such drafts, checks, certificates of deposit, notes, bills of exchange and other writings, whenever acquired, being hereinafter referred to collectively as the "**Instruments**");

(vi) all interest, dividends, cash, Instruments or other property from time to time received, receivable or otherwise distributable in respect of or in exchange for any or all of

the Collateral described in paragraphs (iv) and (v) above;

(vii) all shares of stock, partnership or joint venture interests and similar evidences of investments of any person owned by the Chargor and the certificates representing such shares or other evidences of investments and any interest of the Chargor in the entries on the books of any financial intermediary pertaining to such shares or other evidences of investments, all dividends, cash, options, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares;

(viii) to the extent not included in the items described in paragraphs (i) through (vii) above, any and all tangible and intangible personal property of the Chargor insofar as it relates to the Film including, without limitation, any and all accounts (excluding the Dedicated Account and the Partnership Account), general intangibles, chattel paper, documents, instruments and goods, including inventory, and contract rights, now owned or hereafter acquired by the Chargor and all other property, assets and things of value of every kind and nature tangible or intangible, absolute or contingent, legal or equitable, which the Chargor may be possessed of or entitled to or that are now owned or may be hereafter acquired by the Chargor and the products and proceeds thereof; and

(ix) all products, proceeds, additions and accessions of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral (for these purposes, the term "proceeds" includes whatever is receivable or received when the Collateral or proceeds are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including returned premiums, with respect to any insurance relating thereto),

PROVIDED, however, that notwithstanding the foregoing, the Collateral shall not include the Excluded Assets and NOTING that, unless otherwise defined above, terms used in Division 9 of the Uniform Commercial Code of the State of California (the "**California UCC**") are used herein as therein defined PROVIDED that, if the laws of any other state are required to be applied in connection with any of

	the issues of perfection, the effect of perfection or non-perfection, and the priority of security interests, terms used in Article 9 or Division 9 of the Uniform Commercial Code of such other state are used herein as therein defined;
"Collection Account"	the account held in the name of WDMSP Limited with Lloyds TSB Bank PLC with account number 11538403 and sort code 30-96-34 and any replacement(s) of such account in existence from time to time (being the account referred to in Clause 5(b)(i) of the Distribution Agreement);
"Contingent Receipts Commission"	as defined in the MSA Agreement;
"Dedicated Account"	the account in the name of the Chargor with the Governor and Company of the Bank of Ireland acting through its London branch with account number 25847347 and sort code 30-16-07 and all rights of the Chargor in relation thereto;
"Deposits"	all monies or, as appropriate, any part thereof from time to time (whether actually or contingently) standing to the credit of the Dedicated Account, the Partnership Account or any other account into which the LLP Contingent Receipts Share is paid or any sub-accounts in respect thereof (as the same may be re-designated or rearranged) together with all entitlements to interest, the right to repayment and other rights and benefits accruing thereto or arising in connection therewith (but excluding, for the avoidance of doubt, all monies that are paid or payable into the Collection Account and all amounts standing to the credit thereof);
"Excluded Assets"	each of: (i) the Deposits; (ii) all of the right, title and interest of the Chargor in and to the benefit of the Letter of Credit (including without limitation the right to receive the L/C Sums) and any further letters of credit that the Chargor may enter into in relation to the Film; (iii) (to the extent, if any, that such rights continue to subsist on issue of the Letter of Credit) the right of the Chargor to receive the Annual Ordinary Distributions under the Distribution Agreement and the Termination Amount under the Licensing Agreement; and (iv) all of the right, title and interest of Chargor in and to the benefit of the LLP Contingent Receipts Share;
"Fixed Commission"	as defined in the MSA Agreement;
"L/C Sums"	all amounts payable from time to time to the Chargor

	pursuant to the Letter of Credit;
"Letter of Credit"	the letter of credit to be dated on or about the date of the Charge entered into between the Governor and Company of the Bank of Ireland acting through its London branch and Chargor in relation to the Film;
"Licensing Agreement"	the licensing agreement between the Chargor and the Studio dated on or about the date of the Charge, as amended, supplemented or otherwise modified from time to time;
"LLP Contingent Receipts Share"	as defined in the Distribution Agreement;
"Marketing Elements"	as defined in the MSA Agreement;
"MSA Agreement"	the marketing services agency agreement between the Chargor and the Chargee dated on or about the date of the Charge, as amended, supplemented or otherwise modified from time to time;
"N.I.I.B."	N.I.I.B. Group Limited;
"N.I.I.B. Debenture"	the debenture in respect of the Distribution Agreement, the Licensing Agreement, the Letter of Credit, the Dedicated Account and the Partnership Account dated on or about the date of the Charge between the Chargor and N.I.I.B.;
"Partnership Account"	the account in the name of the Chargor with the Governor and Company of the Bank of Ireland acting through its London branch with account number 25846854 and sort code 30-16-07 and all rights of the Chargor in relation thereto;
"Security Agreement"	the security agreement between the Chargor and the Chargee dated on or about the date of the Charge, as amended, supplemented or otherwise modified from time to time;
"Studio"	Walt Disney Pictures & Television;
"Termination Amount"	as defined in the Licensing Agreement;
"Variable Distributions"	as defined in the Licensing Agreement; and
"Variable Royalty"	as defined in the Licensing Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No. OC316624

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COPYRIGHT MORTGAGE AND ASSIGNMENT DATED THE 19th JULY 2006 AND CREATED BY ECLIPSE FILM PARTNERS NO. 17 LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO WDMSP 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 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 7th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th AUGUST 2006.

Pangela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES