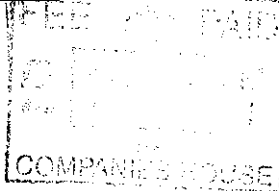


M

CHFP025

Please complete
in typescript, or
in bold black
capitals

039117/13
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.

LLP Number

OC319679

For official use

[12]

**Full Name of Limited
Liability Partnership**

Oasis No. 1 LLP (the "Chargor")

**Date of creation
of the charge**

10 November 2006

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

Security Agreement in respect of a feature film
provisionally entitled "National Treasure 2" entered
into by the Chargor and the Chargee as defined,
respectively, above and below (the "Charge").

**Amount secured by the
mortgage or charge**

Please see Schedule 1 attached.

Signed**Date**

22 November 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
(2475224)

Ref: JHK/AZD/8389-44 Tel +44 020 7067 3643

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

Buddington Productions, Inc., 500 South Buena Vista Street,
Burbank, CA 91521, USA (the "Chargee")

Short particulars of all the
property mortgaged
or charged

As security for the full payment and performance, whether direct or indirect, absolute or contingent, or at the time of creation of the Charge or thereafter due or arising, of all the Secured Obligations, the Chargor mortgaged, assigned, transferred, set over, conveyed, granted and delivered to the Chargee and granted to the Chargee a security interest and lien in and to all of the Chargor's right, title and interest in and to the Collateral (as defined below), 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 but specifically excluding the Excluded Assets (as defined below) (such security interest, copyright mortgage and lien are collectively referred to in the Charge and herein as the "Security Interest"). To the extent any of the Collateral or any rights therein were not in existence at the time of creation of the Charge or not then owned or acquired by the Chargor, such Collateral and rights were (to the extent applicable) mortgaged, assigned, transferred, set over, conveyed, granted and delivered to the Chargee, and a security interest and lien in such Collateral and rights were (to the extent applicable) granted to the Chargee, by way of present assignment of future rights.

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 1

Amount Secured by the Mortgage or Charge

(i) The Chargor's performance, and payment of, all of its obligations pursuant to the PSA including, without limitation, all of the Chargor's obligations to fully render and perform the Services and to pay and to provide all funds to any Permitted Sub-Contractor (as defined in the PSA); (ii) all of the Chargee's rights pursuant to the PSA; (iii) all of the Chargor's obligations pursuant to the Payment Deed; (iv) all of the Chargee's rights under the Payment Deed (including, without limitation, the Chargee's right to make the First Election or the Second Election as defined therein); (v) all other obligations, covenants, representations and warranties of the Chargor under the PSA, the Sub-PSAs and/or the Payment Deed, whether now existing or hereafter arising; and (vi) the Chargor's obligations, covenants, representations and warranties under the Charge (including, as to all of items (i)-(vi) preceding, 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 United States Congress Bankruptcy Code or the operation of any other provision of law of any jurisdiction which would otherwise cause a stay of payment of such amounts) (the "Secured Obligations").

Defined terms in this Form LLP395 shall have the meanings specified in the schedule attached unless otherwise defined herein.

SCHEDULE 2
Defined Terms

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

"Adjusted Accountable Receipts Participation"	has the meaning given to such term in the Payment Deed;
"Bank of Ireland"	The Governor and Company of the Bank of Ireland;
"Bank of Ireland Security"	(i) each deed of assignment in respect of the Letter of Credit, the Payment Deed, and the Second Letter of Credit, and (ii) the charge and assignment to be entered into between each member of the Chargor and the Bank of Ireland, in each case to be dated on or about the Financial Close Date save for the deed of assignment in respect of the Second Letter of Credit which shall be dated on or about the date of Second Financial Close;
"Collateral"	all of the Chargor's personal property, wherever located, whether owned at the time of creation of the Charge or thereafter acquired by the Chargor and all products and proceeds thereof, including but not limited to its equipment, inventory, bank accounts, cash, financial instruments, book debts, receivables, intellectual property, securities and all those items of personal property further set out in Exhibit A to the Charge;
"Contingent Participation"	has the meaning given to such term in the Payment Deed;
"Dedicated Account"	the account opened in the name of the Chargor with Bank of Ireland with account number 52968240 and sort code 30-16-07 and all rights of the Chargor in relation thereto;
"Deposit"	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, the Partnership Contingent Account or any other accounts into which the LLP Percentage of the Contingent Participation is paid or sub-account (as the same may be redesignated or rearranged) together with all entitlements to interest, the right to repayment and other rights and benefits accruing thereto or arising in connection therewith;
"Excluded Assets"	each of (i) the Deposit (ii) all of the right, title and interest of the Chargor in the benefit of the Letter of Credit, the Second Letter of Credit (including without limitation the right to receive the Guaranteed Sums) and any further letters of credit that the Chargor may enter into in relation

to the Picture and (iii) the right of the Chargor to receive the LLP Percentage of the Adjusted Accountable Receipts Participation and the Termination Payment under the Payment Deed, (iv) all of the right, title and interest of the Partnership in and to the benefit of the LLP Percentage of the Contingent Participation and (v) any other property, assets and interests (whether present or future) which are the subject of the Bank of Ireland Security;

"Financial Close"	has the meaning given to such term in the Payment Deed;
"Financial Close Date"	has the meaning given to such term in the Payment Deed;
"First Election"	has the meaning given to such term in the Payment Deed;
"Guaranteed Sums"	all amounts payable from time to time to the Chargor pursuant to the Letter of Credit and the Second Letter of Credit;
"Letter of Credit"	the letter of credit dated on or about the date of the Charge entered into between Royal Bank of Scotland PLC, the Chargor and Future Screen Ventures 4 Limited in relation to the Picture;
"LLP Percentage"	has the meaning given to such term in the Payment Deed;
"Partnership Account"	the account opened or to be opened in the name of the Chargor with Account Number 52968101 and Sort Code 30-16-07 and all rights of the Chargor in relation thereto;
"Partnership Contingent Account"	the account opened or to be opened in the name of the Chargor with Account Number 53317837 and Sort Code 30-16-07 and all rights of the Chargor in relation thereto;
"Payment Deed"	the payment deed dated 10 November 2006 (as from time to time amended, supplemented, modified, restated or amended and restated) between the Chargor and the Chargee;
"Permitted Sub-Contractor"	has the meaning given to such term in the PSA;
"Picture"	the motion picture provisionally entitled "National Treasure 2";
"PSA"	the PSA dated 10 November 2006 (as from time to time amended, supplemented, modified, restated or amended and restated) between the Chargor and the Chargee;
"Second Election"	has the meaning given to such term in the Payment

	Deed;
"Second Financial Close"	has the meaning given to such term in the Payment Deed;
"Second Letter of Credit"	has the meaning given to such term in the Payment Deed;
"Services"	has the meaning given to such term in the PSA; and
"Termination Payment"	has the meaning given to such term in the Payment Deed.

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. OC319679

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 10th NOVEMBER 2006 AND CREATED BY OASIS NO. 1 LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO BUDDINGTON PRODUCTIONS, INC. 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 22nd NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th NOVEMBER 2006.

CSR
P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES