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621191/39

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

OC319680

For official use

141

**Full Name of Limited
Liability Partnership**Oasis No. 2 Limited Liability Partnership (the
Partnership)Date of creation
of the charge

4 December 2006

Description of the instrument
(if any) creating or evidencing
the charge (note 2)A deed of assignment in respect of the payment deed
and the letter of credit dated 4 December 2006 between
the Partnership and the Bank (the **Assignment**).Amount secured by the
mortgage or charge

The full amount of all moneys, liabilities and other
obligations in any currency or currencies as at 4
December 2006 or after that date due, owing, incurred
or payable, or expressed or intended to be due, owing,
incurred or payable, to the Bank by the Members under
the Finance Documents (or any of them) and/or by the
Partnership under the Assignment, whether those
liabilities or obligations are actual or contingent,
present or future, joint or several, whether incurred
as principal debtor or as surety, whether or not
subject to the giving of any notice, and in any style,
name or form including, without limitation, all
interest (after as well as before judgment) (the
Secured Obligations).

Please return
via
CH London Counter

Signed

Denton Wilde Sapte

Date

15 December 2006

On behalf of ~~XXXX XXXXXX~~ [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.

Denton Wilde Sapte LLP
One Fleet Place, London, EC4M 7WS, DX:242
LONDON/CHANCERY LANE

SD/SGT/53260.00037 Tel 020 7242 1212
E-mail sarah.tate@dentonwildesapte.com

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	The Governor and Company of the Bank of Ireland, Eastcheap Court, 11 Philpot Lane, London, EC3M 8BA (the Bank).
Short particulars of all the property mortgaged or charged	<p>The Partnership with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations assigned to the Bank absolutely by way of security all of the Partnership's present and future right, title, benefit and interest in and to the Letter of Credit and the right to receive the Gross Proceeds and the Guaranteed Sums, until the Secured Obligations have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Bank.</p> <p>Negative Pledge</p> <p>Pursuant to clause 6.1 of the Assignment, the Partnership undertook not to assign, transfer or otherwise dispose of the Collateral not to create or permit to subsist any Security Interest thereon, except for (i) the assignment created by the Assignment and (ii) the Studio Security.</p> <p>See Continuation sheet 1.</p>
Particulars as to commission allowance or discount (note 3)	Nil

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

Please do not
write in this
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Particulars of a mortgage or charge (continued)

Please complete
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Continuation sheet No 1
to Form LLP395 and 410 (Scot)

LLP Number

OC319680

Full Name of Limited Liability Partnership

Oasis No. 2 Limited Liability Partnership

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

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

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Definitions

Collateral means the property assigned or expressed to be assigned by way of security pursuant to clause 4 of the Assignment or any part thereof.

Commissioning Producer means Buddington Productions, Inc.

Facility Letters means the facility letters entered into between the Bank and each of the Members, details of which are set out in Schedule 1, Part 2 of the Assignment and any facility letters entered into between the Bank and a Member from time to time.

Finance Documents shall have the meaning given to it in the Facility Letters.

Future means Future Screen Ventures 4 Limited.

See Continuation sheet 2

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Particulars as to commission allowance or discount

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form LLP395 and 410 (Scot)

LLP Number

OC319680

Full Name of Limited Liability Partnership

Oasis No. 2 Limited Liability Partnership

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

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

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Gross Proceeds means the LLP Percentage of:

- (a) the Adjusted Accountable Receipts Participation; and
- (b) the Termination Payment,

as such terms are defined in the Payment Deed.

Guaranteed Sums means all amounts payable from time to time to the Partnership pursuant to the Letter of Credit.

LC Provider means The Royal Bank of Scotland plc.

Letter of Credit means the Letter of Credit dated 4 December 2006 granted by the LC Provider to the Partnership and Future.

Members means the members of the Partnership set out in Schedule 1, Part 1 to the Assignment and any members of the Partnership from time to time.

See continuation sheet 3.

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Particulars as to commission allowance or discount

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 3
to Form LLP395 and 410 (Scot)

LLP Number

OC319680

Full Name of Limited Liability Partnership

Oasis No. 2 Limited Liability Partnership

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

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

Payment Deed means the payment deed dated 10 November 2006 between the Partnership and the Commissioning Producer in respect of the Picture.

Picture means the film provisionally entitled "National Treasure 2".

Security Interest means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right (including any "hold back" or flawed asset arrangement) conferring a priority of payment.

Studio Security means the deed of security assignment and charge dated 10 November 2006 granted by the Partnership in favour of the Commissioning Producer in respect of the Picture.

Please complete
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Particulars as to commission allowance or discount

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. OC319680

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT IN RESPECT OF THE PAYMENT DEED AND THE LETTER OF CREDIT DATED THE 4th DECEMBER 2006 AND CREATED BY OASIS NO. 2 LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE MEMBERS (OR ANY OF THEM) AND/OR THE LIMITED LIABILITY PARTNERSHIP TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND 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 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 15th DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th DECEMBER 2006.

LICDm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES