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Please complete
in typescript, or
in bold black
capitals

LLP Number

OC319680

For official use

[3]

**Full Name of Limited
Liability Partnership**

Oasis No. 2 LLP (the "Chargor")

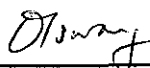
Date of creation
of the charge

10 November 2006

Description of the instrument
(if any) creating or evidencing
the charge (note 2)Debenture relating to a film provisionally entitled
"National Treasure 2" (the "Film") between Chargor and
Chargee (as defined below) ("Charge")Amount secured by the
mortgage or charge

All monies, obligations and liabilities now or at any
time in the future due, owing or incurred to the
Chargee from or by the Chargor under or pursuant to
the Loan Agreement when the same becomes due for
payment, performance or discharge, whether by
acceleration or otherwise, and whether such monies
obligations or liabilities are express or implied,
present or future, actual or contingent, joint or
several, incurred as principal or surety or in any
other manner whatsoever and all other amounts payable
under the Charge (the "Secured Obligations")

Signed



Date

22 November 2006

On behalf of ~~XXXXXXX~~/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

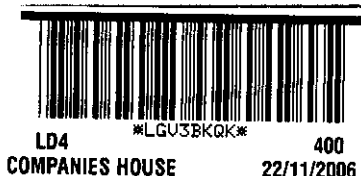
90 High Holborn, London, WC1V 6XX, 37972 Kingsway

Ref: JHK/BMW/8390-44/2477286-1

Tel 020 7067 3126

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

Walt Disney International Financing LLC of 500 South Buena Vista
Street, Burbank, California 91521, USA

Short particulars of all the
property mortgaged
or charged

See Schedule 1 attached

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

Defined terms in this Form LLP 395 and in these Schedules shall have the meanings ascribed to them in Schedule 2 unless otherwise defined on the Form LLP395 or these Schedules

Short Particulars of the Property Mortgaged or Charged

- 1.1 The Chargor with full title guarantee charged by way of **fixed charge** (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Chargor by way of legal mortgage) the following assets, both present and future, from time to time owed by the Chargor (if any) or in which the Chargor may from time to time have an interest (if any):
 - 1.1.1 all freehold and leasehold property of the Chargor and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights easements and privileges appurtenant to or benefiting the same;
 - 1.1.2 all plant, machinery (other than that charged by the applicable clause in the Charge described in clause 1.1.1 of this schedule) vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same;
 - 1.1.3 all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person including all allotments, rights, benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of them;
 - 1.1.4 the Receivables;
 - 1.1.5 all of the Chargor's rights, title and interest in and to any amount from time to time standing to the credit of any bank, financial institution or person;
 - 1.1.6 the Insurances and all proceeds of the Insurances;
 - 1.1.7 the goodwill of the Chargor now or at any time in future in existence;
 - 1.1.8 Intellectual Property; and
 - 1.1.9 the Materials.
- 1.2 The Chargor **assigned by way of security** absolutely to the Chargee with full title guarantee all the Chargor's right, title and interest in the Materials, the Receivables, the Assigned Agreements (and all rights and benefits accruing to the Chargor pursuant thereto) and the Insurances.
- 1.3 The Chargor with full title guarantee charged by way of **floating charge** the Chargor's undertaking and all the Chargor's property, assets and rights whatsoever and wheresoever, both present and future, except the property and assets from time to time effectively charged by way of fixed charge pursuant to the applicable clause of the Charge described in clause 1.1 of this Schedule.
- 1.4 The Excluded Capital is excluded from the fixed and floating charges and security assignment under the applicable clauses of the Charge described in clauses 1.1 to 1.3 above.

2. NEGATIVE PLEDGE

The Chargor covenanted that it will not without the prior consent in writing of the Chargee:

- 2.1 dispose of, factor, discount, assign or in any other manner deal with, or create, or attempt to create, or permit to subsist or arise any Encumbrance (except a Permitted Encumbrance) on or over, the Receivables or any part of the Receivables, or release, set off or compound them;
- 2.2 create or attempt to create or permit to subsist in favour of any person, other than the Chargee, any Encumbrance (except Permitted Encumbrances);
- 2.3 dispose of the Charged Assets or any part of them or attempt or agree so to do, except in relation to Permitted Encumbrances, and except for Floating Charge Assets which may (subject to the other provisions of the Charge) be sold at full market value in the usual course of trading as now conducted and for the purpose of carrying on the Chargor's business.

SCHEDULE 2

Defined Terms

"Assigned Agreements"	those agreements specified in Part II of Schedule 1 of the Charge (as amended, varied, novated or supplemented from time to time) together with any other agreement which the Chargee and the Chargor may agree in writing shall be assigned to Chargee
"Buddington"	Buddington Productions, Inc., a Delaware corporation whose address is 500 South Buena Vista Street, Burbank, California 91521, USA.
"Charged Assets"	all the undertaking, goodwill, property, assets and rights of the Chargor described at clauses 1.1, 1.2 and 1.3 of Schedule 1 of these Schedules subject to the exclusions described in clause 1.4 of Schedule 1 of these Schedules;
"Collateral Instruments"	negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for any liabilities of any person and including without limitation any document or instrument creating or evidencing an Encumbrance;
"Encumbrance"	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 including without limitation 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;
"Excluded Capital"	any right, title or interest of the Chargor in or to the amounts contributed by the members of the Chargor to the capital of the Chargor, including the right to call for the same;
"Floating Charge Assets"	those assets of the Chargor from time to time subject to a floating charge pursuant to the Charge;
"Insurances"	all policies of insurance either now or in the future held by or written in favour of the Chargor or in which it is otherwise interested but excluding any third party liability or public liability insurance and any directors or officers insurance;
"Intellectual Property"	all patents (including applications, improvements, prolongations, extensions and rights to apply for them in any part of the world), designs (whether registered or unregistered), copyrights, design rights, trade marks and service marks (whether registered or unregistered), utility models, trade names, business names, domain names and brand names, knowhow, formulae, confidential information, trade

secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world;

"Loan Agreement"

the loan agreement entered into between the Chargor and Chargee dated 10 November 2006 in respect of certain interim loan facilities made available to the Chargor by the Chargee;

"Materials"

subject to the terms of the PSA, all materials in either tangible or intangible form incorporating or reproducing the Film or any elements thereof owned or acquired or to be acquired by the Chargor in connection with the production of the Film;

"Payment Deed"

the deed entered into on dated 10 November 2006 between Buddington and the Chargor;

"Permitted Encumbrances"

shall bear the meaning ascribed to such term in the Loan Agreement;

"PSA"

the production services agreement between the Chargor and Buddington dated 10 November 2006; and

"Receivables"

(i) all present and future book debts and other debts, rentals, royalties, fees, VAT (excluding output VAT) and monetary claims, including all amounts recoverable or receivable by the Chargor from Buddington pursuant to the Payment Deed or otherwise due or owing to the Chargor from any other party in connection with the Film (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

(ii) the benefit of all rights and remedies relating to any of the items in (i) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, Collateral Instruments, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and

(iii) all proceeds of any of the items listed in (i) or rights and remedies in (ii) above.

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 DEBENTURE DATED THE 10th NOVEMBER 2006 AND CREATED BY OASIS NO. 2 LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM OR BY THE LIMITED LIABILITY PARTNERSHIP 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 22nd NOVEMBER 2006.

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

CJE
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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES