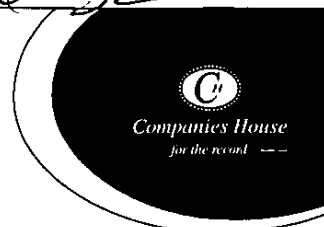


LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

0366-52



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
created by an LLP in England and
Wales or Northern Ireland



What this form is NOT for

You cannot use this for
particulars of a mortgage
for a Scottish LLP
To do this, please use form
LL MG01s

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06/07/2011
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LLP details

LLP number

O C 3 5 8 8 3 1

LLP name in full

DEAN STREET PRODUCTIONS NO 8 LLP (the "LLP")

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

2 9 0 6 2 0 1 1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Security agreement, assignment and mortgage of copyright dated 29 June 2011 given by the
LLP in favour of JPMorgan Chase Bank, N A as administrative agent for a syndicate of lenders
(the "Administrative Agent") (the "Agreement")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The obligations of the LLP under a guaranty and security
agreement dated 29 June 2011 given by the LLP in favour of the
Administrative Agent (the "Secured Obligations")

(Please see continuation sheet for definitions)

Continuation page

Please use a continuation page if
you need to enter more details

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Address 10 South Dearborn, 9th Floor, Chicago, Illinois, 60603,
United States of AmericaPostcode

Name

Address

Postcode **Continuation page**

Please use a continuation page if you need to enter more details

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

1 SECURITY INTEREST

The LLP irrevocably granted, transferred, conveyed and assigned to the Administrative Agent a continuing first priority and purchase money security interest in and to the items described or referred to below associated with or relating to the Picture (the "Collateral"), whether now owned or hereafter acquired by the LLP to the extent of the LLP's interest therein (if any), for the purpose of securing the Secured Obligations

(1) Underlying properties All literary, musical, dramatic and other written materials created for the Picture or upon which the Picture is based or which are used in or in connection with the Picture, including, without limitation, rights in the Screenplay and the underlying materials on which the Screenplay is based,

(2) Physical properties All physical properties of every kind or nature relating to the Picture, including without limitation all sets, props, wardrobes, positive and negative film, prints, preparing materials, sound materials, and answer prints relating to the Picture, wherever located or situated,

(3) Copyrights All common law and statutory domestic and foreign copyrights, renewals and extensions of copyright relating to the Picture,

(4) Contract rights All insurance, insurance policies, rights derived under contract with writers, performers, directors, producers and others, which rights are necessary or desirable to complete and deliver the Picture and exercise the distribution rights with respect to the Picture, including all rights derived pursuant to security agreements and mortgages of copyright with any person or entity with respect to the Picture,

(5) Acquisition rights The right to exercise distribution rights with respect to the Picture throughout the universe,

(6) Revenues All rent, revenues, income, compensation or other property from the production, release, sale, distribution, lease, marketing, licensing or exhibition of the Picture,

Please see continuation sheet 1

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance
or discount**8 Delivery of instrument**

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge. If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly.

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK. The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where property situated in another part of UK.

9 Signature

Please sign the form here

Signature

Signature

X Morgan Lewis and Bockius X

This form must be signed by a person with an interest in the registration of the charge

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name EB - 066397-0396

Company name MORGAN LEWIS & BOCKIUS

Address CONDOR HOUSE

5-10 ST PAUL'S CHURCHYARD

Post town LONDON

County/Region

Postcode E C 4 M 8 A L

Country

DX

Telephone +44 (0)20 3201 5606

Certificate

We will send your certificate to the presenter's address if given above or to the LLPs Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The LLP name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record

How to pay

A fee of £13 is payable to Companies House in respect of mortgage or charge

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For LLPs registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For LLPs registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation sheet 1

(7) Other items All accounts, contract rights, insurance and insurance policies, deposit accounts (including without limitation any production accounts), documents, agreements, instruments, equipment, chattel paper, all Security Agreements and other security documents, general intangibles, copyrights, goods, and inventory relating to the Picture,
(8) Proceeds All proceeds and products of the items referred to in paragraphs 1 (1) through 1 (7) above,
(9) all the LLP's rights, interests and benefits in and to the Partnership Deed solely insofar as they relate to the entitlement of the LLP in respect of the Picture, and
(10) the Adjusted Defined Proceeds, Adjusted Defined Proceeds Participation, the Contingent Proceeds Participation and the Defined Gross Proceeds,
PROVIDED THAT there shall be excluded from the Collateral the Partnership Deed (save as provided in (9) and (10) above),

2 DEFINITIONS

"Adjusted Defined Proceeds Participation" shall have the meaning given to that term in the Production Services Agreement

"Collateral" means the items described in paragraphs 1 (1) to 1 (10) above

"Contingent Proceeds Participation" shall have the meaning given to that term in the Production Services Agreement

"Credit Agreement" means the credit, security, guaranty and pledge agreement dated on or about 14 May 2008 (as amended by Amendment Agreement No 1 on 26 April 2010 and as amended by Amendment Agreement No 2 on 21 June 2011 and as further amended, supplemented or restated from time to time) between, amongst others, IPF as a credit party and JPMorgan Chase Bank, National Association as administrative agent and issuing bank

"Defined Gross Proceeds" has the meaning given to that term in the Production Services Agreement

"IPF" means Incentive Production Finance 2008, Inc, a Delaware corporation

"Partnership Deed" means the partnership deed dated on or about the date of the Agreement relating to the LLP

"Picture" means the theatrical motion picture presently entitled "Parker"

"Production Services Agreement" means the production services agreement entered into on or around the date of the Agreement between the LLP and Incentive Film Productions, LLC (a limited liability corporation incorporated and existing under the laws of the State of Delaware whose principal place of business is at 345 Maple Drive, Suite 294, Beverly Hills, CA 90210, USA)

"Screenplay" means the screenplay of the Picture, approved by Incentive Films Productions, LLC, a limited liability corporation incorporated and existing under the laws of the state of Delaware

"Security Agreement" has the meaning given to that term in the Production Services Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

**LLP NO. OC358831
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT,
ASSIGNMENT AND MORTGAGE OF COPYRIGHT DATED 29
JUNE 2011 AND CREATED BY DEAN STREET PRODUCTIONS
NO.8 LLP FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 AS APPLIED TO THE LIMITED LIABILITY PARTNERSHIPS
(APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009
ON THE 6 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JULY 2011

10



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES