

# M



# LLP395

Nm

CHFP025

Please complete  
in typescript, or  
in bold black  
capitals

## 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

OC313498

For official use

Full Name of Limited  
Liability Partnership

Imagine No. 3 LLP (the "Chargor")

Date of creation  
of the charge

21 March 2006

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

Deed of Security Assignment & Charge relating to a  
film provisionally entitled "Pirates of the Caribbean  
3" between 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 5 April 2006

On behalf of ~~XXXXXX~~ [chargee] (delete as appropriate)

You do not have to give any contact  
information in the box opposite but if you

PMO  
COMPANIES HOUSEA07  
COMPANIES HOUSE

13/04/2006

o  
e  
u  
e

Olswang

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

REF: JVK\CRS\8390-36 Tel +44 020 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	G Mate Inc, 500 South Buena Vista Street, Burbank, CA 91521, USA ("First Chargee") and Third Mate Productions Inc, 15821 Ventura Boulevard, Suite 500, Encino, CA 91436, USA ("Second Chargee") - First Chargee and Second Chargee together the "Chargee"
Short particulars of all the property mortgaged or charged	Please see Schedule 2 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**

### **Amount Secured by the Mortgage or Charge**

At any time, all present and future obligations and liabilities (actual or contingent) of the Chargor to the Chargee, and all of the Chargee's rights, under the Payment Deed, the Production Services Agreement and the Charge, in any currency or currencies (whether or not for the payment of money and including any obligation to pay damages for breach of contract, any obligation to make restitution and all liabilities acquired by the Chargor from any third party) which are, or are expressed to be, or may become, due, payable or owing to the Chargee under on in connection with the Payment Deed, the Production Services Agreement and the Charge, together with all costs, charges, taxes or expenses incurred by the Chargee which the Chargor is obliged to pay under the Payment Deed, the Production Services Agreement and the Charge (and including, without limitation, the agreement of the Chargor under, and its obligation to accept and comply with, the rights of the First Chargee pursuant to clause 4.2 of the Payment Deed) (the "Secured Obligations").

Defined terms in this Form LLP395 and these Schedules shall have the meanings specified in Schedule 3 attached unless otherwise defined on the Form LLP395 or these Schedules.

**SCHEDULE 2**  
**Short Particulars of all the Property Mortgaged or Charged**

**1. ASSIGNMENT**

1.1 The Chargor assigned by way of security to the Chargee all of its rights in and to:

- 1.1.1 the Picture (if any);
- 1.1.2 the benefit of all contracts and policies of insurance and cut-through arrangements to any reinsurer, in each case, taken out by or on behalf of the Chargor, or under which the Chargor has an interest, and all insurance proceeds at any time paid or payable to the Chargor (including, without limitation, all claims relating to them and any and all rights to require payment of any amount under them and returns of premium in respect of them) pursuant to such policies and arrangements;
- 1.1.3 the benefit of each Transaction Document to which it is a party and the rights thereunder (including, without limitation, the benefit of the right to sue on all representations, warranties, undertakings and other assurances given to the Chargor under or in respect of any such Transaction Document, and all causes and rights of action arising under or in respect of any such Transaction Document, and any and all rights to make claims or otherwise require payment of any amount under, or performance of, any provision of any such Transaction Document);
- 1.1.4 the benefit of any guarantee or bond issued in its favour, any bill of exchange or other negotiable instrument held by it and all other agreements entered into or to be entered into by the Chargor in relation to the Picture; and
- 1.1.5 all monies received and receivable for any reason by or on behalf of the Chargor in connection with the above,

but in each case, excluding the Excluded Assets.

**2. FIXED CHARGE**

2.1 The Chargor charged by way of first fixed charge:

- 2.1.1 all the rights referred to in Clause 3 of the Charge (to the extent not effectively assigned pursuant to Clause 3 of the Charge); and
- 2.1.2 all of its other rights and properties (whether tangible or intangible), from time to time, including without limitation over each Account and all its book debts and all other amounts due and owing to it, and its rights under all the Transaction Documents to which it is a party, and all monies received or receivable for any reason by or on behalf of the Chargor in connection with the above,

but, in each case, excluding the Excluded Assets.

**3. FLOATING CHARGE**

3.1 The Chargor charged by way of first floating charge:

- 3.1.1 all its rights and assets not at any time otherwise effectively assigned under Clause 3 of the Charge;
- 3.1.2 all its rights and assets not at any time otherwise effectively charged by way of fixed charge under Clause 4 of the Charge; and
- 3.1.3 all of the Excluded Assets, subject to the terms of a subordination deed to be entered into between the parties hereto and Alliance & Leicester on or about the date of the Charge.

**4. NEGATIVE PLEDGE**

4.1 At any time prior to the Security Discharge Date, the Chargor shall not:

- 4.1.1 create or allow to subsist any Encumbrance (other than the Charge and the Permitted Encumbrances) on or in respect of any Charged Assets; or
- 4.1.2 sell, transfer, licence, lease, dispose of or otherwise part with any Charged Assets (except as required by the Transaction Documents).

**SCHEDULE 3**  
**Defined Terms**

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

<b>"Account"</b>	each account opened by or on behalf of the Chargor with any person from time to time in connection with the Picture, except the Dedicated Account;
<b>"Adjusted Accountable Receipts Participation"</b>	has the meaning given to such term in the Payment Deed;
<b>"Alliance &amp; Leicester"</b>	Alliance & Leicester Commercial Finance PLC;
<b>"Alliance &amp; Leicester Security"</b>	(i) the deed of assignment in respect of the Payment Deed and (ii) the deed of assignment in respect of the Letter of Credit, each entered into between the Chargor and Alliance & Leicester and (iii) the charge over cash deposit entered into between each member of the Chargor and Alliance & Leicester, in each case dated on or about the date of the Charge;
<b>"Charged Assets"</b>	the property, assets and interests (whether present or future) which are the subject of any security created by the Charge (and including all income generated thereby, all proceeds of sale or disposition thereof and any present and future property, assets and interests of that type);
<b>"Dedicated Account"</b>	the account opened or to be opened in the name of the Chargor with Alliance & Leicester Commercial Bank PLC with account number 04459105 and sort code 72-00-00 and all rights of the Chargor in relation thereto;
<b>"Deposit"</b>	all monies or, as appropriate, any part thereof from time to time (whether actually or contingently) standing to the credit of the Dedicated Account or sub-account (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;

**"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 and 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 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 (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 and (iv) any other property, assets and interests (whether present or future) which are the subject of the Alliance & Leicester Security;

**"Guaranteed Sums"**

all amounts payable from time to time to the Chargor pursuant to the Letter of Credit;

**"Letter of Credit"**

the letter of credit dated 21 March 2006 entered into between Barclays Bank PLC, the Chargor and Future Screen Ventures 3 Limited in relation to the Picture;

**"LLP Percentage"**

has the meaning given to such term in the Payment Deed;

**"Payment Deed"**

the payment deed dated 9 February 2006 entered into between the Chargor and the First Chargee;

**"Permitted Encumbrances"**

(i) the Alliance & Leicester Security and (ii) the US Security Agreement;

<b>"Picture"</b>	the feature film provisionally entitled "Pirates of the Caribbean 3";
<b>"Production Services Agreement"</b>	the production services agreement dated 6 January 2006 entered into between the Chargor and the Second Chargee;
<b>"Security Discharge Date"</b>	the date on which the Chargee is satisfied that the Secured Obligations have been unconditionally and irrevocably discharged in full and are no longer capable of arising;
<b>"Transaction Documents"</b>	those documents specified in the Schedule contained in the Charge entered into by the Chargor in connection with the Picture; and
<b>"US Security Agreement"</b>	the security agreement under Californian law between the Chargor and the Chargee dated on or about the date of the Charge.



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. 0C313498

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT & CHARGE DATED THE 21st MARCH 2006 AND CREATED BY IMAGINE NO.3 LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO G MATE INC. AND THIRD MATE PRODUCTIONS INC. 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 5th APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st APRIL 2006.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

PJL.