

M

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

Name of company

Hanway FFN Limited ('the Company')

Date of creation of the charge

19th October 2005

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

Charge and Deed of Assignment between the Company, RPC Coyote, Inc. ('RPC'
and together with the Company, 'the Chargers'), the Governor and Company of
the Bank of Ireland ('the Security Agent') and BOI- IF Services No.2
Company ('the Bank') relating to the film 'Fast Food Nation' ('the Film').

Amount secured by the mortgage or charge

All amounts from time to time due, owing, payable or outstanding to the
Bank pursuant to the Facility Agreement (as defined below) ('the Debt').

Names and addresses of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Ireland of Lower Baggot Street,
Dublin 2, Ireland
...(continued on Continuation Sheet 1 to this Form 395)

Postcode

Presentor's name address and
reference (if any):

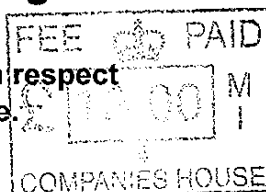
Richards Butler
Beaufort House
15 St Botolph Street
London
EC3A 7EE

SXP/DQ/1015289

Time critical reference

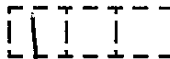
204601/13

395



For official use

Company number



04389816

For official Use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

L5CYEA00

451
01/11/2005

Short particulars of all the property mortgaged or charged

1. FIXED SECURITY

The Company, as owner with full title guarantee, subject to the Permitted Encumbrances, and as security for the payment of the Repayment Sums, charges by way of first fixed charge all of the Company's right title and interest (whether now owned or hereafter acquired) throughout the Territory in and to the following-

(a) all copies made or to be made of the Film and of any such other films and sound recordings made in the course of the production of the Film or pursuant to any right acquired in connection with the said production or arising therefrom and all copies made or to be made of the scripts and musical scores therefor and any sketches and designs therefor together with all physical negative, internegative, interpositive and positive sound and visual material made or to be made incorporating or reproducing the Film or any part thereof; and

....(continued in Continuation Sheet 2 to this Form 395)

Capitalised terms, except as defined above, shall have the meanings set out in Schedule 1 to this Form 395.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed

Richard Butler

Date

1st November 2005

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

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 No. 398 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 company 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 prescribed 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**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

COMPANY NAME: Hanway FFN Limited

COMPANY NUMBER: 04389816

CONTINUATION SHEET 1

Acting through its branch at Eastcheap Court, 11 Philpot Lane, London EC3M 8BA acting as security agent for BOI- IF Services No.2 Company of La Touche House, IFSC, Dublin 1, Ireland.

COMPANY NAME: Hanway FFN Limited

COMPANY NUMBER: 04389816

CONTINUATION SHEET 2

(b) all other rights and properties, including but not limited to physical properties acquired or to be acquired by the Company in connection with the Film including all of the Company's rights interests and benefits under any agreements for the provision of any goods services facilities or finance for the Film and the benefit of any insurance policy taken out (whether or not by the Company) for or in connection with the production or exploitation of the Film and the proceeds thereof; and

(c) the proceeds of any or all of the foregoing.

2. FLOATING CHARGE

The Company, as owner with full title guarantee, subject to the Permitted Encumbrances, charges by way of first floating charge, all of the Company's undertaking and assets, present and future (including (without limitation) any assets expressed to be charged or assigned pursuant to paragraph 1 above to the extent the same has not for the time being effectively charged by way of first fixed charge or effectively assigned (whether at law or in equity) by way of security) including the right of the Company to receive any consideration payable under the Participant Agreement and its interest in those rights licensed to Participant following a termination of such licence (in accordance with the terms of the Participant Agreement). Paragraph 14 of Schedule B1 of the Insolvency Act shall apply to the floating charge created by this clause.

3. ASSIGNMENT

The Company as owner with full title guarantee, subject to the Permitted Encumbrances, and as security for the payment of the Repayment Sums, assigns and agrees to assign absolutely to the Security Agent (as agent on behalf of the Bank and subject only to the right of re-assignment in favour of the Company following indefeasible repayment of the Debt) all of the Company's right, title and interest (whether now owned or hereafter acquired) throughout the Territory in and to the following -

(a) the Film Rights; and

(b) all that copyright in the Film and any other films and any sound recordings made in the course of the production of the Film or pursuant to any right acquired in connection with the said production or arising therefrom; and

(c) all Ancillary Rights acquired by the Company in the Film; and

(d) the benefit of all revenues accruing to the Company or to the Company's

order or on the Company's behalf in respect of the exhibition, distribution and exploitation of the Film and/or of the Film Rights and/or of the Ancillary Rights; and

- (e) all those rights of the Company in relation to all music composed and sketches and designs made for or used in the production of the Film including (but not so as to limit the generality of the foregoing) the following -
 - (i) the right to adapt the same for the purpose of and to reproduce the same in the form of the Film and any such other films following indefeasible repayment of the Debt; and
 - (ii) the right (except for musical performing rights if the composer is a member of the Performing Right Society) to perform the same in public by exhibition of the Film and any such films as aforesaid; and
 - (iii) such rights as the Company may own to broadcast the same by radio and television and to include it in cable programmes whether by live performance of living persons or by performances of the Film; and
- (f) the benefit of all agreements entered into or to be entered into by the Company (or its agent) relating to the Film (including without limitation those of the other Relevant Agreements to which the Company is a party) together with all rights granted and all monies receivable thereunder and any interest thereon and the benefit of all subsisting undertakings, warranties, representations, covenants, agreements and acknowledgements therein contained; and
- (g) the benefit of any policy of insurance taken out and maintained by the Company in connection with the Film and any and all sums paid or payable thereunder; and
- (h) each Collection Account (including all monies standing to the credit of each Collection Account, all interest accrued on any Collection Account and all debts represented by the foregoing); and
- (i) the proceeds of any or all of the foregoing.

For the consideration set forth above, the Company, as owner with full title guarantee, subject to the Permitted Encumbrances, and as security for the payment of the Repayment Sums, assigns absolutely to the Security Agent (subject only to the right of re-assignment in favour of the Company following indefeasible repayment of the Debt) all of the Company's right, title and interest in and to the NA Overages.

Notwithstanding anything to the contrary set out above, it is acknowledged and agreed by the Security Agent (as agent on behalf of the Bank) and the Bank that (a) the Domestic Collateral; (b) all prequel, sequel and remake rights relating to the Film; (c) and the benefit to the Company, the Facility Agreement, the Interparty Agreement, the Sales Agency Interparty Agreement and any collection agreement entered into in connection with the Foreign Receipts shall not form part of the subject matter of the assignment referred to above.

N.B. NEGATIVE PLEDGE

Other than the Permitted Encumbrances, there shall be no charges or other security interest created by the Company or permitted by the Company to arise over the Collateral otherwise than in favour of the Security Agent (as agent

on behalf of the Bank) or with the Security Agent's prior written consent.

COMPANY NAME: Hanway FFN Limited
COMPANY NUMBER: 04389816

SCHEDULE 1
DEFINITIONS

'the Ancillary Rights' means all the ancillary rights in the Film including soundtrack album rights, music publishing, all inter-active and computer assisted rights, all sponsorship, commercial tie-up and other merchandising rights of whatsoever kind or nature in the Film as all such terms are customarily understood in the motion picture and television industry of the United Kingdom but excluding the Derivative Production Rights;

'the Approved Screenplay' means the final screenplay on which the Film is to be based, dated 6th May, 2005 written by Eric Schlosser;

'the Assigned Property' means the property described in paragraph 3 in the section headed 'Short particulars of all the property mortgaged or charged' above;

'the Charged Property' means the property described in paragraphs 1 and 2 in the section headed 'Short particulars of all the property mortgaged or charged, above;

'the Collateral' means the Borrower's right, title and interest in and to the Charged Property and the Assigned Property;

'the Collection Account' means the account held by the Bank or to such other account or accounts as the Security Agent shall notify the Parties;

'the Derivative Production Rights' means all sequel, prequel, remake, television episode or any other subsequent production rights in connection with the Film (whether based on the Film or any underlying

rights);

'the Domestic Collateral' means the Domestic Rights, the Domestic Receivables but excluding the NA Overages and the benefit of any and all agreements concluded by Participant relating thereto (including the Participant Agreement) but excluding the benefit to the Company of the Participant Agreement;

'the Domestic Receivables' means all amounts payable to Participant (net of bank charges and withholding taxes) pursuant to the Fox Agreement and any other agreement (other than the Participant Agreement) relating to the exploitation or distribution of any of the Domestic Rights);

'the Domestic Rights' means the following throughout the Domestic Territory for the full period of copyright and thereafter (so far as is possible) in perpetuity (a) all rights to distribute, lease, licence, sell or otherwise exploit or deal with the Film in all media (whether now known or hereafter invented or devised) (b) all rights to exhibit and broadcast the Film; (c) all the ancillary rights in the Film which are owned or controlled at any time by the Company including all publishing and merchandising rights of every kind and nature in the Film, novelisation and publishing rights, commercial tie-ups and sponsorship rights, soundtrack album rights, inter-active and computer assisted rights and screenplay publication rights (as all such terms are customarily understood in the motion picture industry of England); (d) all rights to distribute, lease, licence, sell or otherwise exploit or deal with any of the rights referred to above; and (e) all results and proceeds derived from the rights set forth in (a) - (d) above;

'the Domestic Territory' means the territory encompassing "North America" comprised of Bahamas, Bermuda, Canada, Miquelon, St. Pierre and the United States (including its territories and possessions) including all armed forces installations, oil rigs and other similar venues for non-theatrical exhibition (as such term is understood in the motion picture industry of Los Angeles) of such wherever located throughout the world and all ships and aircraft flying the flag of or registered in such countries and all current territories, possessions, protectorates and commonwealths of such countries;

'the Facility Agreement' means the facility agreement dated on or about 19th October 2005 relating to the Film between the Bank, the Security

Agent and RPC;

'the Film Rights' means the necessary rights in all underlying material (including without limitation the Approved Screenplay and all music for the Film) to enable the Film to be produced and exploited;

'Fox' means Fox Searchlight Pictures, Inc.;

'the Fox Agreement' means the distribution agreement intended to be entered into between Participant and Fox relating to the Domestic Rights;

'Guarantor' means Film Finances, Inc., a company incorporated under the laws of the State of California of 9000 Sunset Boulevard, Suite 1400, Los Angeles, CA 90069;

'the Guild Security Agreements' means such security agreements as shall be entered into in favour of Screen Actors Guild, Inc., Directors Guild of America, Inc., Writers Guild of America, West, Inc., Writers Guild of America, East, Inc. and/or any other guild in connection with the Film;

'the Interparty Agreement' means the agreement of 19th October 2005 between the Security Agent, the Bank, Participant, RPC, the Company, the Sales Agent and the Guarantor pursuant to which the parties have set forth the agreement reached between them in relation to certain matters concerning the production and financing of the Film and the application of revenues received.

'the NA Overages' has the meaning set out in the Participant Agreement;

'the Participant Agreement' means the agreement dated on or around 19th October 2005 but with effect from 22nd September 2005 between the Company and Participant relating to the Film;

'Participant' means Participant Productions LLC, a limited liability company incorporated under the laws of the State of Delaware of 335 North Maple Drive, Suite 245, Beverly Hills, CA 90210;

'the Participant Charge' means the charge and deed of assignment dated on or about 19th October 2005 between Participant, RPC and the Company;

'the Permitted Encumbrances' means the Participant Charge and the Guild

Security Agreements together with any liens arising by operation of law and customary liens arising in the ordinary course of trading;

'RPC' means RPC Coyote, Inc., a corporation incorporated under the laws of the State of Texas whose registered office is at National Registered Agents, Inc., 1614 Sidney Baker Street, Kerrville, Texas 78028;

'the Repayment Sums' means the Debt;

'the Sales Agent' mean Hanway Films Limited, a company incorporated under the laws of England and Wales with registered office at 24 Hanway Street, London W1T 1UH;

'the Sales Agency Agreement' means the sales agency agreement dated on or about the date the Company and the Sales Agent relating to the Film;

'the Territory' means the world excluding only the Domestic Territory.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 04389816

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE AND DEED OF ASSIGNMENT DATED THE 19th OCTOBER 2005 AND CREATED BY HANWAY FFN LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 ON THE 1st NOVEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th NOVEMBER 2005.

pm



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES