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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395 728061 £ 26 *am*

Particulars of a mortgage or charge

395

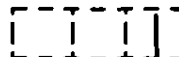
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06626081

Name of company

* HANWAY NATURE LIMITED ("Chargor")

Date of creation of the charge

25 September 2008

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

Charge and Deed of Assignment (the "Deed") in respect of the Film provisionally entitled "Creation"

Amount secured by the mortgage or charge

The payment or discharge of the Secured Sums as and when they fall due under the Relevant Agreements to the Chargee

(All Capitalised terms used but not defined herein have the meaning assigned to them in Annex 1 attached to this form 395)

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

AVER MEDIA LP, of 275 MacPherson Avenue, Suite 101, Toronto, Ontario, Canada (the "Chargee")

Postcode M4V 1A4

Presentor's name address and
reference (if any)

Wiggin LLP
95 The Promenade
Cheltenham
Gloucestershire

GL50 1WG

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



A6OU43MR

A20

02/10/2008

218

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

(see continuation sheet)

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Wiggin LLP

Date

30/Sep/08

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**

COMPANIES FORM 395 (Cont.)

Particulars of a mortgage or charge
(continued)

Continuation Sheet 1
to Form 395
Page 1

Name of Company: HANWAY NATURE LIMITED
Company Number: 06626081

Short particulars of all the property mortgaged or charged (continued)

1 Covenant to Repay

In consideration of the Chargee agreeing to make available the Facility (which the Chargor has acknowledged is of benefit to it by enabling the Chargor to fund part of the budgeted costs of the Film), the Chargor has covenanted with the Chargee to pay or discharge to the Chargee the Secured Sums (as and when they fall due under the Relevant Agreements).

2 Indemnity

The Chargor has acknowledged to the Chargee that the entry by the Chargee into the RPCN Financing Agreement and the agreement of the Chargee to advance the sums set out therein to RPCN is of commercial benefit to it as it enables the Film to be financed and produced. Accordingly, if any sums expressed to be payable by RPCN under the terms of the RPCN Financing Agreement are not recoverable from RPCN by reason of any invalidity or unenforceability of the RPCN Financing Agreement, or any legal limitation, inability to pay or other incapacity of RPCN, such sums shall nevertheless be recoverable by the Chargee from the Chargor as if it were a principal debtor under the RPCN Financing Agreement. The Chargor has agreed to indemnify the Chargee on demand against any loss or liability arising from any such invalidity, inability to pay, unenforceability, legal limitation or incapacity affecting the RPCN Financing Agreement or RPCN, as the case may be.

3 Charges

3 1 For the consideration set forth in paragraph 1 above, the Chargor, as owner with full title guarantee and as security for the payment of the Secured Sums, has charged in favour of the Chargee (subject only to the Chargee's obligation to release specified in sub-Clause 23.1 1 of the Deed) by way of first fixed charge, all of the Chargor's right, title and interest (whether now owned or hereafter acquired) in and to the following (save to the extent the same forms part of the Excluded Assets) -

- 3 1 1 all copies made or to be made of the Film, and *being*
- 3 1 2 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, or arising from, the production of the Film, and
- 3 1 3 all copies made or to be made of the scripts and musical scores of the Film and any sketches and designs produced in connection with the Film, and
- 3.1.4 all digital material, physical negative, internegative, interpositive and positive sound and visual material made or to be made incorporating or reproducing all or any part of the Film; and

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- 3 1 5 any agreements for the provision of any goods, services, facilities or finance for the Film and the benefit of any insurance policy taken out for or in connection with the production or exploitation of the Film; and
- 3.1.6 the benefit of the Hanway Entitlement and all other revenues accruing to the Chargor or the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Film and/or the Film Rights and/or the Ancillary Rights and/or the Rights, and
- 3 1 7 the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing); and
- 3.1 8 the UK Tax Credit Collateral; and
- 3.1 9 all other rights and properties, including physical properties acquired or to be acquired by the Chargor in connection with the Film, and
- 3 1 10 the proceeds of any or all of the foregoing
- 3.2 The Chargor, as owner with full title guarantee and as security for the payment of the Secured Sums, has charged in favour of the Chargee by way of first floating charge all of the Chargor's undertaking, rights and assets, whether now owned or hereafter acquired or created (including (without limitation) any assets expressed to be charged or assigned pursuant to paragraphs 3.1 and 4 to the extent the same are 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 to the Chargee). Paragraph 14, schedule B1 Insolvency Act 1986 (incorporated by schedule 16 Enterprise Act 2002) shall apply to any floating charge created pursuant to the Deed, which floating charge is accordingly a qualifying floating charge for such purposes.
- 3 3 Notwithstanding any provision to the contrary in the Deed, the Chargee has acknowledged and agreed that the Excluded Assets do not form part of the subject matter of the fixed charge referred to in paragraph 3 1 above.
- 4 **Assignment and Trust**
- 4 1 For the consideration set forth in paragraph 1 above, the Chargor, as owner with full title guarantee and as security for the payment of the Secured Sums, has assigned and agreed to assign absolutely to the Chargee (subject only to the right of re-assignment in favour of the Chargor specified in Clause 23.1 2 of the Deed), all of the Chargor's right, title and interest (whether now owned or hereafter acquired or created) in and to the following (save to the extent the same forms part of the Excluded Assets) -
- 4 1 1 the Film Rights; and
- 4 1 2 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, or arising from, the production of the Film, including the Rights, and
- 4 1 3 all Ancillary Rights; and + 15
- 4 1.4 the benefit of the Hanway Entitlement and all other revenues accruing to the Chargor or to the Chargor's order or on the Chargor'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/or the Rights, and
- 4.1.5 all those rights of the Chargor in relation to all music composed and sketches and designs made for or used in the production of the Film including the following -

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- (a) 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 as are mentioned in paragraph 4.1.2; and
- (b) the right (except for musical performing rights if the composer is a member of the Performing Rights Society Limited) to perform the same in public by exhibition of the Film and any such films as aforesaid; and
- (c) such rights as the Chargor 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

4.1.6 the benefit of all agreements entered into or to be entered into by the Chargor (or its agent) relating to the Film 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

4.1.7 the benefit of any policy of insurance taken out and maintained by the Chargor in connection with the Film and any and all sums paid or payable thereunder, and

4.1.8 the UK Tax Credit Collateral; and

4.1.9 the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing), and

4.1.10 the proceeds of any or all of the foregoing.

4.2 Notwithstanding any provision to the contrary in the Deed, the Chargee has acknowledged and agreed that the Excluded Assets do not form part of the subject matter of the assignment referred to in paragraph 4.1 above.

4.3 The Chargor shall hold on trust for the Chargee (which trust the Chargor has declared) the Chargor's entire interest and benefit in and to the Collateral or any part thereof which cannot be charged or assigned by the Chargor together with all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral

5 Negative Pledge

5.1 Other than the Security Interests, there shall be no charges or other security interests, encumbrance or arrangements having the effect of conferring security interests created by the Chargor or permitted by the Chargor to arise over the Collateral or over any other of the Chargor's property otherwise than in favour of the Chargee or with the Chargee's prior written consent. Notwithstanding anything to the contrary contained in the Deed, if the Chargor charges or otherwise encumbers any of the Collateral in any manner contemplated by this paragraph 5.1 the charges created in favour of the Chargee shall rank in priority to such other charges or encumbrances whether they be fixed, floating or otherwise

ANNEX 1

Definitions

Accounts means any accounts opened by the Chargor in connection with the Film,

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,

Approved Screenplay means the final screenplay on which the Film is to be based, dated 29 August 2008 written by John Collee,

Aver Distribution Loan Agreement means the financing agreement dated 30 September between the Chargor and the Chargee in relation to the Film;

Beneficiaries means those parties entitled to be paid pursuant to the Collection Agreement;

Budget means the final budget for the Film dated 23 September 2008;

Collateral means the Chargor's right, title and interest in and to the property charged pursuant to Clauses 3 1 and 3 2 hereof and the property assigned pursuant to Clause 4 hereof,

Collection Agreement means the collection agreement dated 30 September 2008 between, inter alia, Fintage Collection Account Management BV, the Chargee, the Chargor, RPCN, Hanway Films Limited, the British Broadcasting Corporation, Ocean Pictures Limited, Recorded Picture Company Limited and Film Finances, Inc. as amended by the notice of assignment and irrevocable direction dated on or about the date thereof between Fintage Collection Account Management BV, Recorded Picture Company Limited, the Chargor, Hanway Films Limited, the British Broadcasting Corporation, the Chargee and Film Finances, Inc ,

Collection Account means the following account.

Account name	Fintage Collection Account Management B V , re "Creation"
Account number (IBAN)	NL89 FTSB 0241 4847 15
CA Bank	Fortis Bank (Nederland) N.V. Blaak 555 3011 GB Rotterdam The Netherlands
BIC Code:	FTSBNL2R;

Collection Agent means Fintage Collection Account Management BV or such other collection agent agreed between the Beneficiaries,

Event of Default means any "Event of Default" as defined in the Aver Distribution Loan Agreement,

Excluded Assets means the Ocean Collateral,

Facility means the loan facilities to be made available by the Chargee to the Chargor in accordance with the terms of the Aver Distribution Loan Agreement,

Film means the feature film currently entitled "Creation";

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,

Finance Agreements means the Aver Distribution Loan Agreement and the RPCN Financing Agreement,

Hanway Entitlement has the meaning ascribed to the term in the Collection Agreement;

including means including without limitation;

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Interparty Agreement means the interparty agreement dated 30 September 2008 between, the Chargee, the Chargor, RPCN, Recorded Picture Company Limited, Hanway Films Limited, the British Broadcasting Corporation, and Film Finances, Inc.;

Nominated Account means the account at Barclays Bank Plc in the name of RPCN into which the UK Tax Credit Proceeds are to be paid,

Ocean means Ocean Pictures Limited of No 997, Beimen Road, Kunshan City, Jiang Su Province, 215316, China,

Ocean Agreement means the distribution agreement concluded between the Chargor and Ocean in relation to the Film,

Ocean Collateral has the meaning ascribed to it in the Ocean Interparty Agreement,

Ocean Distribution Rights means all those exploitation rights in the Film in the Ocean Territories granted to Ocean pursuant to and in accordance with the Ocean Agreement;

Ocean Interparty Agreement means the interparty agreement dated 30 September 2008 between, the Chargee, the Chargor, RPCN, Hanway Films Limited, the British Broadcasting Corporation, Ocean Pictures Limited and Film Finances, Inc.;

Ocean Territories means those territories listed in Schedule 10 of the Interparty Agreement and marine installations, oil rigs and military camps and installations and embassies of those countries wherever situated but only to the extent of the Ocean Distribution Rights, but excluding (i) foreign countries' embassies, military and governmental installations, oil rigs and marine installations, (ii) all airline and ship rights worldwide; and (iii) contiguous territories, colonies, ex-colonies and protectorates of any country within the Ocean Territories,

Relevant Agreements means the Deed, the Aver Distribution Loan Agreement, the Interparty Agreement, the Collection Agreement and any other agreements to which the Chargor and the Chargee are a party;

Rights means the following throughout the 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) the Ancillary Rights, (d) all such other rights in and to the Film or any material on which it is based or which is incorporated in the Film as are needed for the full exploitation of the rights described in (a), (b) and (c) above; and (e) all rights to distribute, lease, licence, sell or otherwise exploit or deal with any of the rights referred to above,

RPCN means RPC Nature Limited (Company Number 06626266), a company incorporated under the laws of England and Wales of 24 Hanway Street, London W1T 1UH

RPCN Financing Agreement means the financing agreement dated 30 September 2008 between RPCN and the Chargee in relation to the Film,

Secured Parties means Aver, BBC and the Guarantor, and each is a 'Secured Party',

Security Agreements means the charges, security agreements and mortgages and assignments of copyright in relation to the Film listed in Schedule 2 of the Interparty Agreement,

Security Interests means the security interests granted to the Secured Parties pursuant to the Security Agreements, and each is a Security Interest,

Secured Sums means all sums due and payable by the Chargor to the Chargee pursuant to the Relevant Agreements

Territory means the world excluding the Ocean Territories until the termination or expiry of the Ocean Agreement and thereafter the world;

Name of Company: Hanway Nature Limited
Company Number: 06626081

Continuation sheet 1
to Form 395

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UK Qualifying Expenditure means expenditure incurred on the pre-production, production and post-production of the Film which satisfies the requirements of Schedule 5 to the Finance Act 2006 and section 35 of the Finance Act 2006,

UK Tax Credit means the payable cash element constituting a tax credit pursuant to Chapter 3 of Part 3 and Schedules 4 and 5 of the Finance Act 2006 receivable by RPCN in respect of UK Qualifying Expenditure,

UK Tax Credit Proceeds means the UK Tax Credit payable in respect of the Film;

UK Tax Credit Collateral means the UK Tax Credit Proceeds, the right to claim and be paid the UK Tax Credit Proceeds, the Nominated Account and all proceeds standing to the credit of such account and benefits derived from it, and all other rights in connection with the UK Tax Credit



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6626081
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE AND DEED OF
ASSIGNMENT DATED 25 SEPTEMBER 2008 AND CREATED BY
HANWAY NATURE LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO AVER MEDIA
LP 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 2 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 OCTOBER 2008



Companies House
— for the record —

PJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES