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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

055743 / 91

Particulars of a mortgage or charge

395

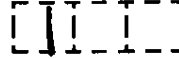
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05778331

Name of company

* MEDIA PRODUCTIONS (LEGENDS) LIMITED (the "Chargor")

Date of creation of the charge

5 August 2008

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

Charge and Deed of Assignment (the "Charge") in respect of the Series
currently entitled "Legends" between (1) the Chargor and (2) the Chargee
Defined terms, if not herein defined shall bear the meaning as set out in Schedule 2

Amount secured by the mortgage or charge

All present and future indebtedness and other liabilities and obligations to the Chargee pursuant to the
Guarantee and/or the Charge whether present, future, actual or contingent and whether or not
matured or accrued due and whether incurred solely, severally or jointly with any other person and
whether in sterling or in any other currency, together with interest, commission, reasonable bank
charges and any other reasonable costs, charges and legal expenses (on a full indemnity basis)
charged or incurred by the Chargee and including those arising from the Chargee perfecting or
enforcing or attempting to enforce the Charge or any other security (and its rights thereunder) held by
the Chargee from time to time in respect of such indebtedness or other liabilities (the
"Indebtedness")

Defined terms, if not herein defined shall bear the meaning as set out in Schedule 2.

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

National Bank of Canada, 600 del la Gauchetiere Street West, Ground Floor, Montreal (Quebec) H3B
4L2, Canada (the "Chargee")

Postcode

Presentor's name address and
reference (if any)

OLSWANG
90 High Holborn
London
WC1V 6XX
JQH/NFS/22379 2/3050424 1

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



A10

AU8532AW
15/08/2008
COMPANIES HOUSE

239

Short particulars of all the property mortgaged or charged

Please see attached Schedule 1

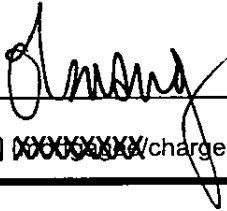
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legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

14/08/08

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (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**

SCHEDULE 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Capitalised terms not otherwise defined in this schedule shall have the meanings set out in Schedule 2.

1 SECURITY

1 1 The Chargor charged to the Chargee, with full title guarantee in accordance with the *Law of Property (Miscellaneous Provisions) Act 1994 (UK)* and (to the extent applicable) by way of present assignment of future copyright pursuant to Section 91 of the *Copyright Design and Patents Act 1988 (UK)*, by way of fixed charge, all of its property and revenues of every kind, present and future, tangible and intangible, including without limitation all of its physical assets, the Rights, the Physical Materials and its rights, title and interests in and to the Series, save to the extent such are effectively assigned pursuant to Section 1 2 1 below,

1 2 As further continuing security for the payment and discharge of the Indebtedness and for the performance of the obligations of the Chargor under the Charge, the Chargor

1 2 1 with full title guarantee in accordance with the *Law of Property (Miscellaneous Provisions) Act 1994 (UK)* and (to the extent applicable) by way of present assignment of future copyright pursuant to Section 91 of the *Copyright Design and Patents Act 1988 (UK)*, assigned absolutely to the Chargee by way of security to the extent capable of such assignment all the Chargor's property and revenues, including, without limitation, its rights, title and interest in and to the Series, the Rights and the Physical Materials throughout the world including, without limitation, all rights, choses in action and claims now and in the future belonging to the Chargor with respect to its property, the Series, the Rights and the Physical Materials to hold the same unto the Chargee absolutely (where any of the rights assigned are executory the assignment shall be a present assignment of future rights),

1 2 2 licensed by way of security to the Chargee all the Chargor's right, title and interest throughout the world in and to the Series, the Rights and the Physical Materials which are not capable of being assigned but which are capable of being licensed,

1 2 3 undertook to hold on trust for the Chargee absolutely the entire interest of the Chargor's property, including, without limitation, in the Series, the Rights and the Physical Materials not the subject of Sections 1 2 1 or 1 2 2 of the Charge together with the entire benefit thereof, and

1 2 4 charged by way of floating charge any and all of the Chargor's property, including, without limitation, the Chargor's rights and interest in the Series, the Rights and the Physical Materials if and to the extent that the fixed charge may fail for any reason to operate as a fixed charge Paragraph 14 of Schedule B1

of the *Insolvency Act 1986* (incorporated by Schedule 16 of the *Enterprise Act 2002*) shall apply to any floating charge created pursuant to the Charge

1 2 5 charged by way of first fixed charge to the Bank the Chargor's right, title and interest in and to

1 2 5 1 all the Chargor's property present and future, tangible and intangible,

1 2 5 2 the Series (as presently existing and to be created or acquired, whether separately or jointly, by the Chargor),

1 2 5 3 the proceeds of all policies of insurance now or in the future taken out by or at the request of the Chargor in respect of the Assets, including the Series and the Rights,

1 2 5 4 all sums from time to time standing to the credit of the Chargor in those accounts opened by the Chargor (or on its behalf) and in its name

2 **NEGATIVE PLEDGE**

2 1 The Chargor shall not

2 1 1 (except for security in favour of the Chargee created under or pursuant to the Charge and the security granted or to be granted in favour of La Financière des Entreprises Culturelles (FIDEC), Société en commandite) create or permit to subsist any mortgage, charge or lien on the Assets, and/or

2 1 2 except with the prior written consent of the Chargee, sell, transfer or otherwise dispose of the Assets

SCHEDULE 2

DEFINED TERMS

"Acts" means the *Law of Property Act 1925*, the *Insolvency Act 1986* and the *Enterprise Act 2002* (or any statutory modification or re-enactment of those acts for the time being in force),

"Assets" means all the property of the Chargor to be charged, assigned, licensed to and/or held in trust for the Chargee pursuant to Section 2 of the Charge,

"Encumbrance" means 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,

"Facility Agreement" means collectively (i) the Production Financing Loan Agreement and (ii) the Forum Loan Agreement, as they may be modified, amended or restated from time to time,

"Forum" means Forum 5 Inc, having its principal place of business located at 5505 Saint-Laurent Boulevard, Suite 3008, Montreal, Quebec, H2T 1S6, Canada,

"Forum Loan Agreement" means the amended and restated offer of financing dated April 21, 2006 made by the Chargee in favour of Forum and accepted by Forum on April 25, 2006 pursuant to which the Chargee has agreed to make available to Forum certain credit facilities in order to finance, among other things, certain sums to be received in connection with the Series, as amended on April 23, 2007, July 5, 2007 and February 27, 2008 and as same may be amended, renewed or restated from time to time,

"Guarantee" means the guarantee granted by the Chargor in favour of the Chargee as of August 5, 2008 in order to guarantee all obligations of the Quebec Producer and the Ontario Producer pursuant to the Production Financing Loan Agreement and all obligations of Forum pursuant to the Forum Loan Agreement, as it may be modified, amended or restated from time to time,

"Ontario Producer" means NF (Legends) Inc having its place of business located at 62 Chelsea Lane, King City, Ontario, L7B 1E6, Canada,

"Production Financing Loan Agreement" means the offer of financing made by the Chargee in favour of the Quebec Producer and Ontario Producer on June 8, 2006 in connection with the Series, as amended on June 20, 2007 and as it may be amended, modified or restated from time to time,

"Prohibited Encumbrance" means any Encumbrance,

"Physical Materials" means all copies of the Series including, without limitation, any physical material of any type on which any videotape, film and sound recordings and all literary, dramatic, lyrical, musical, artistic or other materials relating to the Series are contained, represented or incorporated,

"Quebec Producer" means Productions Cinefix (Legends) Inc , having its principal place of business located at 5505 Saint-Laurent Boulevard, Suite 3008, Montreal, Quebec, H2T 1S6, Canada,

"Rights" means all proprietary, statutory, contractual and common law rights throughout the world of the Chargor whether as owner, maker, author or otherwise in and to the Series and any other videotape, film and any sound recordings made in the course of the production of the Series and all underlying literary, dramatic, lyrical, musical, artistic and other material including, without limitation, the format, all titles, trademarks, designs and logos used in or in connection with the Series (collectively, the **"Source Material"**) and, without prejudice to the generality of the foregoing, (i) the sole worldwide exclusive and irrevocable right to distribute, reproduce, exhibit, licence and otherwise exploit and deal in and with the Series and any and all parts of the Series by all methods and means in any and all media systems and processes now known or in the future devised, (ii) all rights of copyright throughout the world in the original screenplay of the Series and in all other literary, artistic, dramatic and musical works created or to be created for and whether or not used and/or contained in the Series and in respect of the music all rights throughout the world to synchronise the same with and incorporate the same in the Series and to exploit the music and the Source Material independently of the Series, (iii) all ancillary publishing, spin-off and merchandising rights of every kind and nature in or to the Series including, but not limited to, novelization and publishing rights and commercial tie-ups and sponsorship, and (iv) all rights of the Chargor pursuant to any agreement, arrangement or contract made with any person, firm or company in connection with or relating to the production or distribution of the Series, and

"Series" means the television currently entitled *"Legends"* a k a *"Urban Legends"*



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5778331
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE AND DEED OF
ASSIGNMENT DATED 5 AUGUST 2008 AND CREATED BY
MEDIA PRODUCTIONS (LEGENDS) LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO NATIONAL BANK OF CANADA 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 ON THE 15 AUGUST 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 AUGUST 2008

Pangels



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**