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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395 *W/C 00400041*

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge. *31 AUG 2003*

395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

4111

04521063

Name of company

* TURIN FILM PARTNER 2 LIMITED (the "Company")

Date of creation of the charge

24th July 2003

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

Charge over Cash Deposit and Account and Deed of Assignment between
Turin Film Partners (of which the Company is a partner, the
"Partnership") and Clydesdale Bank PLC (the "Charge")

Amount secured by the mortgage or charge

All amounts from time to time outstanding under the Loan Agreements and
any cost, loss, expense or liability of whatever kind resulting from the
failure by any of the Partners to make due and punctual payment of any
amounts from time to time outstanding under the Loan Agreements or
resulting from any of the obligations contained in the Loan Agreements
being or becoming void, voidable, unenforceable or ineffective against
any of the Partners and an amount equal to any stamp duties, search
fees, registration fees and duties in connection with the entry into,
performance or enforcement of or preservation of any right under the
Charge (including penalties for late payment) and all expenses
(including legal and out of pocket expenses on a full indemnity basis
and such amounts as the Bank may from time to time
properly and reasonably require for its proper internal management

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

Clydesdale Bank PLC (the "Bank")
Corporate Banking, London Office,
10 Fleet Place
London

Postcode EC4M 7RB

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

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London
EC1A 4DD

JWTE/ON1010/86 20726998

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

L226CN4V
0090
01/08/03

Please return via
CH London Counter

Short particulars of all the property mortgaged or charged

1. The Partnership charged by way of first fixed charge the Deposit and the debts represented by the Deposit.

2. The Partnership assigned by way of security all of its right, title and interest in and to the benefit of the Lease Agreements entered into, or to be entered into (including without limitation the right to receive the Rental Payments) and all of its right, title and interest in and to the benefit of the Guarantees entered into, or to be entered into (including without limitation the right to receive the Guaranteed Sums) until the Secured Sums have been unconditionally and irrevocably paid and discharged in full.

NOTES:

1. Defined Terms

In this form M395, unless the context otherwise requires:

"Blocked Account" means account number 60361932 sort code 82-04-03 opened

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed *MS Cameron McKenna*

Date 31 July 2003

On behalf of ~~XXXXXX~~ [mortgagee/chargee]†

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

and administrative costs) incurred by the Bank in contemplation of, or otherwise in connection with, the enforcement of any rights or exercise of any powers under the Charge or in investigating any possible breach of the provisions of the Charge together with Value Added Tax (if any) (the "Secured Sums").

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in the name of the Partnership with the Bank and all rights of the Partnership in relation thereto;

"Deposit" means all monies or, as appropriate, any part thereof from time to time (whether actually or contingently) standing to the credit of the Blocked Account (as the same may be redesignated or rearranged) together with all entitlements to interest, the right to repayment and other rights and benefits accruing thereto or arising in connection therewith;

"Guarantees" means the Guarantees in favour of the Partnership details of which are set out in Schedule 3 of the Charge and such expression shall include any and all substitute bank guarantees, letters of credit, deposits or other security which may at any time be provided to the Partnership as contemplated by the Guarantees;

"Guaranteed Sums" means all amounts payable from time to time to the Partnership pursuant to the Guarantees;

"Loan Agreements" means the loan agreements between each Partner the names of whom are set out in Schedule 1, Part 1 of the Charge and the Bank;

"Lease Agreements" means the Lease Agreements entered into by the Partnership, details of which are set out in Schedule 2 of the Charge, each of which shall be individually referred to as a **"Lease Agreement"**;

"Partners" means the partners of the Partnership including the Company;

"Rental Payments" means all amounts payable from time to time to the Partnership pursuant to the Lease Agreements;

"Security Interest" means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right (including any "hold back" or flawed asset arrangement) conferring a priority payment.

2. Negative Pledge

Under the Charge the Partnership undertakes not to assign, transfer or otherwise dispose of the Deposit nor to create or permit to subsist any Security Interest thereon, except for the charge created thereby.

Under the Charge the Partnership undertakes that there shall be, and thereby warrants that there then were no charges or other security interests created by the Partnership over the benefit of the Lease Agreements or the Guarantees without the prior written consent of the Bank.

3. Schedule 1, Part 1 of the Charge lists the following individuals:

Catherine Adair
Marianne Adair
Robert Adair
John Curtis
Robert Hollamby
Timothy Flowers
George Kofteros
Leo Kane
Peter Kane
Martin O'Neill
Alessandro Pistone
David Rayner
Micheline Rayner

Richard Archer
David Conway

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4. Schedule 2 of the Charge contains the following details:

Date	Lessee	Film
20th December 2002, as amended on 24 July 2003	Alliance Atlantis International Distribution Limited	Prisoner of Paradise (pka Illusion)

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5. Schedule 3 of the Charge contains the following details:

Date	Guarantor	Beneficiary	Lessee	Film
23 July 2003	ABN Amro Bank NV	Turin Film Partners	Alliance Atlantis International Distribution Limited	Prisoner of Paradise (pka Illusion)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04521063

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT AND ACCOUNT AND DEED OF ASSIGNMENT DATED THE 24th JULY 2003 AND CREATED BY TURIN FILM PARTNER 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OF THE PARTNERS TO CLYDESDALE BANK PUBLIC LIMITED COMPANY 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 AUGUST 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th AUGUST 2003.

A handwritten signature in black ink, consisting of a stylized 'N' and a 'C'.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —