

395

Pursuant to section 395 of the Companies Act 1985

For official use

Company number

1	2	3	4
1	2	3	4

04529257

Name of company

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

Date of creation of the charge

4 April 2003

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

Charge over Cash Deposit and Account and Deed of Assignment dated 4 April 2003 (the "Charge") and made between (1) Delphi Film Partners (the "Partnership", the partners of which comprise of the Company, Delphi Film Partner 1 Limited, Richard Gowan Tudor, Russell Kirk Grainger, Nicholas Heywood-Waddington, con't

Amount secured by the mortgage or charge

All amounts which may at 4 April 2003 or at anytime in the future become payable or which are expressed to be at 4 April 2003 or at any time in the future payable pursuant to clauses 2.1 and/or 2.2 and/or 2.5 and/or 2.7 and/or 12 and/or 15 and/or any other provision of the Charge ("Secured Sums").

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

Sovereign Finance Plc, whose registered office is at Carlton Park,
Narborough, Leicester (the "Bank")

Postcode LE19 0AL

Please return

via

CH London Counter

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

Anton Wilde Sapte
1 Fleet Place
London
EC4M 7WS
Ref: SD/KMR/56471.00031

6211446.01

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0362
15/04/08

Short particulars of all the property mortgaged or charged

The Partnership with full title guarantee and as continuing security for the payment and discharge of the Secured Sums:

(1) charges in favour of the Bank by way of first fixed charge the Deposit and the debts represented by the Deposit;

(2) assigns to the Bank absolutely 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 to the satisfaction of the Bank.

Pursuant to Clause 6 of the Charge, the Partnership undertakes:

Cont/...

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)

Nil

Signed *Denton Wilde Supte*

Date *15/04/03*

On behalf of [company] [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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No _____
to Form No 395 and 410 (Scot)

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

Company Number

04529257

Name of Company

DELPHI FILM PARTNER 2 LIMITED (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Stephen Blakeney Ridgway, Paul Dennis Griffiths, Michael Edward Wilson Jackson, Peter Roy Barrow and Sandra Jean Barrow) and Sovereign Finance Plc

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Cont/...

(a) not to assign, transfer or otherwise dispose of the Deposit or any of the other Collateral nor to create or permit to subsist any Security Interest thereon, except for the charge or assignment created by the Charge;

(b) that there shall be, and thereby warrants that there have been, no charges or security interests created by the Partnership over the benefit of the Lease Agreements or the Guarantees or the Deposit without the prior written consent of the Bank;

(c) that it shall not, without the prior written consent of the Bank (not to be unreasonably withheld or delayed) (i) waive any right it has under the Lease Agreements or the Guarantees or (ii) agree to any amendment to the terms of the Lease Agreements or the Guarantees.

In this Form 395:

"Account Bank" means Girobank plc of Bridle Road, Bootle, Merseyside, G1R 0AA;

"Blocked Account" means account number 265 7503 sort code 72-00-00 opened in the name of the Partnership with the Account Bank and all rights of the Partnership in relation thereto;

the "Collateral" means the property from time to time charged or expressed to be charged pursuant to Clause 3 of the Charge and the property assigned or expressed to be assigned by way of security pursuant to Clause 4 of the Charge or any part thereof;

"Deposit" means all monies or, as appropriate, any part thereof from time to time (whether actually or contingent) 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 (i) the guarantee dated 4 April 2003 granted by ABN AMRO Bank N.V. as guarantor in favour of the Partnership in relation to the film "Dirty Pretty Things" with MFC Film Financing III, LLC as lessee; and (ii) the guarantee dated 4 April 2003 granted by ABN AMRO Bank N.V. as guarantor in favour of the Partnership in relation to the film "Heartlands" with MFC Film Financing III, LLC as lessee;

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

"Lease Agreements" means (i) the lease agreement dated 12 March 2003 as amended by a lease amendment agreement dated 4 April 2003 entered into by the Partnership and MFC Film Financing III, LLC as lessee and relating to the film "Dirty Pretty Things"; and (ii) the lease agreement dated 4 April 2003 entered into by the Partnership and MFC Film Financing III, LLC as lessee and relating to the film "Heartlands";

"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 of payment.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04529257

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT AND ACCOUNT AND DEED OF ASSIGNMENT DATED THE 4th APRIL 2003 AND CREATED BY DELPHI FILM PARTNER 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SOVEREIGN FINANCE PLC 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 15th APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th APRIL 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

[Handwritten signature]