

COMPANIES FORM No. 395

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

5776894

Name of company

* Ingenious Film Partners 3 Limited (the "Chargor")

Date of creation of the charge

23 February 2007

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

Deed of security over cash deposits entered into by the Chargor and HSBC Private Bank (UK) Limited (the "Bank") (the "Deed")

Amount secured by the mortgage or charge

- (i) all money and liabilities, whenever and however incurred, whether with or without your knowledge or consent and whether now or in the future due or becoming due from the Customer to the Bank under the Amended and Restated Facility Agreement;
 - (ii) any amount due under the indemnity in clause 14 of the Deed; and
 - (iii) the money agreed to be paid by the Chargor under clause 19 of the Deed.
- (together, the "Debt")

The Debt does not include any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Customer and the Bank.

Please see attached Schedule of Definitions.

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

HSBC Private Bank (UK) Limited of 8 Canada Square, London

Postcode E14 5HQ

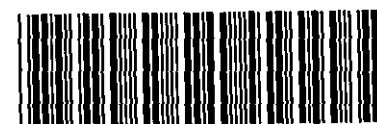
Presentor's name address and reference (if any):

Eversheds LLP
Senator House
85 Queen Victoria Street
London
EC4V 4JL

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



A50G6NH5

A30

01/03/2007

538

COMPANIES HOUSE

Time critical reference

BARNLS / 2572455

Short particulars of all the property mortgaged or charged

All of the Chargor's present and future rights to, and interest in, all of the amounts from time to time credited to the Account less that which is, with the Bank's agreement, debited to the Account. This includes all interest and other benefits arising in connection with those amounts unless the Bank otherwise agrees in writing (the "**Deposit**")

Note:- The Chargor may not assign, transfer or grant any rights in relation to, or purport to assign, transfer or grant any rights in relation to, any part of the Deposit, the Debt or any right or obligation under the Deed (other than to the Bank) unless the Bank otherwise agrees in writing.

The Chargor cannot withdraw, charge or transfer the Deposit (or any part of it), until it becomes available in accordance with clause 4 or clause 5 of the Deed.

Please see attached Schedule of Definitions.

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

Everheds LLP

Date 28 February 2007

On behalf of ~~XXXXXX XXXXXX~~ [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 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 of Definitions

"Account" means the account(s) listed in the schedule to the Deed, including any renewal, substitution or redesignation of the account(s)

"Customer" means Ingenious Resources Limited (registered in England under number 5312742)

"Amended and Restated Facility Agreement" means the facility letter dated 31 March 2006 addressed by the Bank to the Customer as amended and restated by an amendment and restatement agreement dated 23 February 2007 and as further amended, extended, supplemented and/or restated from time to time.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05776894

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF SECURITY OVER CASH DEPOSITS DATED THE 23rd FEBRUARY 2007 AND CREATED BY INGENIOUS FILM PARTNERS 3 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CUSTOMER TO HSBC PRIVATE BANK (UK) LIMITED 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 MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MARCH 2007.

Angela



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —