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LLP395

Particulars of a mortgage or charge in respect
of a Limited Liability Partnership

CHFP025

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

Please complete
in typescript, or
in bold black
capitals

LLP Number

0G306643

OC306643

For official use

1111

Full Name of Limited
Liability Partnership

Harwood Film Partnership LLP ('The Partnership')

Date of creation
of the charge

10th March 2006

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

~~Charge over Assets~~ ('the Charge') between the
Partnership and the Governor and Company of the Bank
of Ireland ('the Bank') relating to the film
"Retrograde" ('the Film').

Amount secured by the
mortgage or charge

All obligations and liabilities of the Borrowers or
any of them to the Bank in respect of any of the
Facility Letters (including interest and break costs
relating thereto) or of the Partnership in relation to
any Finance Document, together with (in all cases) all
costs, charges and expenses incurred by the Bank in
the protection, preservation and enforcement of its
right in relation to the Charge and thereto ('the
Secured Liabilities').

Capitalised terms not otherwise defined herein shall
have the meanings ascribed to them in Schedule 1 to
this Form 395.

Signed

Richards Butler

Date

22nd March 2006

On behalf of [LLP/mortgagee/chargee] (delete as appropriate)

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

Richards Butler

Beaufort House, 15 St Botolph Street, London, EC3A
7EE, DX 1066 DX 1066

BHS/NJH/1017072

Tel 020 7247 6555

E-mail

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff



LD3 492
COMPANIES HOUSE 22/03/2006

Laserform International 1/05

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

The Governor and the Company of the Bank of Ireland acting through
its branch at Eastcheap Court, 2nd Floor, 11 Philpot Lane, London
EC3M 8BA

Short particulars of all the
property mortgaged
or charged

1. FIXED SECURITY

1.1 GRANT OF FIXED SECURITY

The Partnership, with full title guarantee, as security for the
payment, discharge and performance of all Secured Liabilities:

1.1.1 has charged to the Bank by way of first fixed charge all its
right, title, benefit and interest in and to all moneys from time
to time standing to the credit of each present and future
Dedicated Account, together with any proceeds thereof, the right
to demand the same and the debts represented thereby; and

1.1.2 has assigned to the Bank by way of first ranking absolute
assignment all its right, title and interest in and to the benefit
of-

(...Continued in Continuation Sheet 1 to this Form 395).

Particulars as to
commission allowance
or discount (*note 3*)

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 LLP398 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 LLP 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 Form LLP395 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**.

*** As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001**

LLP395

COMPANY NAME: Harwood Film Partnership LLP

COMPANY NUMBER: 0G306643

CONTINUATION SHEET 1

(a) all present and future Minimum Rental Payments under the Lease Agreement entered into, or to be entered into;

(b) the Guarantee entered into, or to be entered into (including without limitation the right to receive the Guaranteed Sums); and

(c) any and all substitute bank guarantees, letters of credit or deposits which may at any time be provided to the Partnership as contemplated by the Guarantee.

2 FLOATING CHARGE

2.1 The Partnership, with full title guarantee, as security for the payment, discharge and performance of all Secured Liabilities has charged to the Bank by way of first floating charge, the Charged Assets if and so far as the assignments or fixed charges purported to be granted thereon pursuant to clause 3.1 of the Charge (as set out at paragraph 1.1 above) shall not be, or shall for any reason be ineffective as, assignments, mortgages or fixed charges.

2.2 If, without the consent of the Bank in relation to any security created by the Partnership prior to the date hereof and the prior written consent of the Bank in relation to any other Security-

(a) the Partnership has created, has agreed to create or has permitted to subsist any Security on, over, or with respect to, the Charged Assets, or attempts to do so; or

(b) any person has levied, or has attempted to levy, any distress, attachment, execution or other legal process against the Charged Assets,

the floating charge over such Charged Assets the subject of such Security or process shall be deemed to have been automatically converted into a fixed charge the instant before such event occurs.

NEGATIVE PLEDGE

The Partnership shall not create or permit to subsist any other Security over all or any of the Charged Assets, whether fixed or floating, and whether ranking ahead or behind of or parries passu with this Charge.

LLP395

COMPANY NAME: Harwood Film Partnership LLP

COMPANY NUMBER: 0G306643

SCHEDULE 1
DEFINITIONS

The '**Borrower(s)**' means all those persons to whom the Bank from time to time makes loans for the purposes of funding any capital contribution in the Partnership;

The '**Charged Assets**' means all or any part of the assets of the Partnership which are specified in clause 3 of the Charge (as set out in paragraphs 1 and 2 above);

The '**Dedicated Accounts**' means any account of the Partnership with the Bank to which the Minimum Rental Payments are required to be paid under this Deed;

The '**Facility Letter**' means any facility letter pursuant to which the Bank has agreed or, as the context may require, may agree to make a Loan available to a Borrower for the acquisition of films;

The '**Finance Document(s)**' means (a) the Facility Letters (b) the Charge and (c) any documents from time to time executed pursuant or supplementary to the Charge or the Facility Letters;

The '**Guarantee**' means any guarantee or letters of credit issued or to be issued in favour of the Partnership in connection with any Minimum Rental Payments including the Guarantee issued or to be issued on or about the date of the Charge by a Guarantor Bank;

The '**Guaranteed Sums**' means all amounts payable from time to time to the Partnership pursuant to the Guarantee;

The '**Guarantor Bank**' means any bank or financial institution who from time to time may provide a guarantee, letter of credit or similar assurance or undertaking to the Partnership in respect of any Minimum Rental Payments under the Lease Agreement;

The '**Lease Agreement**' means the lease agreement, between the Partnership and Time Studio Limited dated 4th October 2005 as amended by a lease amendment agreement dated 10th March 2005;

The '**Loan**' means one of the loans the Bank may be prepared to advance to a Member;

The '**Members**' means the members of the Partnership who are listed in Schedule 4 of the Charge;

The '**Minimum Rental Payments**' means all amounts payable from time to time to the Partnership pursuant to the Lease Agreement;

The '**Security**' means (a) any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, security trust or security interest and (b) any other agreement or arrangement entered into to create or confer security over any asset;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No. OC306643

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER ASSETS DATED THE 10th MARCH 2006 AND CREATED BY HARWOOD FILM PARTNERSHIP LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWERS OR ANY OF THEM TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND 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 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 22nd MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th MARCH 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES