

# M

# LLP395

A/C 00400041

## 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

0C307698

For official use

[S][I]

Full Name of Limited  
Liability Partnership

MEDWAY FILMS LLP (the "Chargor") a Limited Liability Partnership incorporated in the United Kingdom with registered address at 100 Pall Mall, London SW1Y 5NQ

Date of creation  
of the charge

24th February 2005

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

A Charge over Cash Deposit and Account and Deed of Assignment in relation to the films entitled Mickybo & Me and Inside I'm Dancing (each a "Film" and together the "Films") between the Chargor and the Bank (the "Charge")

Amount secured by the  
mortgage or charge

The due and punctual payment of 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 members of the Chargor (the "Members") 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 Members 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. Cont.

Please return via  
CH London Counter

Signed

CMS Cameron McKenna

Date

4th March 2005

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.

CMS Cameron McKenna

Mitre House, 160 Aldersgate Street, London, EC1A 4DD,  
DX 135316 BARBICAN 2  
ACD/ON1010/00086/21298754.01

Tel 020 7367 3000

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  
COMPANIES HOUSE

0314  
07/03/05

Laserform International 1/05

Names and addresses of the mortgagees or persons entitled to the charge	Clydesdale Bank PLC (trading as Yorkshire Bank) whose address for the purpose of the Charge is c/o National Australia Bank Limited, 88 Wood Street, London, EC2V 7QQ (the "Bank")
Short particulars of all the property mortgaged or charged	<p>With full title guarantee and by way of first fixed charge all monies or, as appropriate, any part thereof from time to time (whether actually or contingently) standing to the credit of account number 11118597 sort code 05-00-20 opened in the name of the Chargor with the Bank (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 (the "Deposit"); and the debts represented by the Deposit.</p> <p>With full title guarantee and by way of assignment to the Bank all of its right title and interest in and to the benefit of each Lease Agreement 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 each Guarantee entered into at the date of the Charge, or to be entered into (including without limitation the right to receive the Guaranteed Sums) after the date of the Charge.</p> <p>The Charge contains the following negative pledge:</p> <p>The Chargor shall not assign, transfer or otherwise dispose of the Deposit nor create or permit to subsist any Security Interest thereon, except for the Security Interest created by the Charge.</p> <p>Cont.</p>
Particulars as to commission allowance or discount (note 3)	NIL

## 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

**Continuation of LLP395 - Amount secured by the mortgage or charge**

management 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").

**"Loan Agreements"** means a loan facility made by the Bank (or following the merger of Clydesdale Bank plc and Yorkshire Bank plc on 1<sup>st</sup> December 2004 assumed by the Bank) to certain of the members of the Chargor to enable each of such members to make up to 90% of their capital contribution to the Chargor.

### **Continuation of LLP 395 – Short particulars of all the property mortgaged or charged**

**“Guarantees”** means together the guarantees in favour of the Chargor 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 Chargor as contemplated by any such guarantee and **“Guarantee”** shall be construed accordingly.

**“Guaranteed Sums”** means all amounts payable from time to time to the Chargor pursuant to the Guarantees.

**“Lease Agreements”** means together the lease agreements entered into by the Chargor, details of which are set out in Schedule 2 of the Charge and **“Lease Agreement”** shall be construed accordingly.

**“Rental Payments”** means all amounts payable from time to time to the Chargor pursuant to each Lease Agreement.

**“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.

The details specified in Schedule 2 of the Charge are:

<b>Date</b>	<b>Lessee</b>	<b>Film</b>
11 <sup>th</sup> October 2004 as amended by a Lease Amendment Agreement dated 24 <sup>th</sup> February 2004	Clara Film Distribution LLC	Inside I'm Dancing
11 <sup>th</sup> October 2004 as amended by a Lease Amendment Agreement dated 24 <sup>th</sup> February 2004	Clara Film Distribution LLC	Mickybo & Me

The details specified in Schedule 3 of the Charge are:

<b>Date</b>	<b>Guarantor</b>	<b>Beneficiary</b>	<b>Lessee</b>	<b>Film</b>
Even date of the Charge	ABN AMRO Bank NV	Chargor	Clara Film Distribution LLC	Inside I'm Dancing
Even date of the Charge	ABN AMRO Bank NV	Chargor	Clara Film Distribution LLC	Mickybo & Me

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. OC307698

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 FEBRUARY 2005 AND CREATED BY MEDWAY FILMS LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO CLYDESDALE BANK PLC (TRADING AS YORKSHIRE BANK) 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 7th MARCH 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th MARCH 2005.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —