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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

OC310367

For official use

[4][1][1][1]

Full Name of Limited
Liability Partnership

Kennet Films LLP (the "Chargor")

Date of creation
of the charge

13th JULY 2007

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

Charge Over Assets between the Chargor and The Governor and Company of the Bank of Ireland ((the "Bank")) (the "Charge")) relating to the films entitled "Stormbreaker" and "Flyboys" (the "Films").

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 Loans (including interest and break costs relating thereto) or of the Chargor 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 rights in relation to any Finance Document (the "Secured Liabilities")

Capitalised terms not otherwise defined herein shall have the meaning given to them in Schedule 1 to this Form LLP395

Signed

Reed Smith Richards Butler LLP

Date 18th July 2007

On behalf of ~~[XXX] [00000000]~~ 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

Reed Smith Richards Butler LLP

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

RefSJXB/734053 00140 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



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

The Governor and 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

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

- 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,

. (continued in Continuation Sheet 1 to this Form LLP395)

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

COMPANY NAME Kennet Films LLP

COMPANY NUMBER OC310367

CONTINUATION PAGE 1
SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

(continued from Page 1)

1 2 has assigned to the Bank by way of first ranking absolute assignment (subject to the proviso in Clause 3 3 of the Charge (Proviso for reassignment)) all its right, title and interest in and to the benefit of -

(a) the Lease Agreement entered into, or to be entered into (including without limitation the right to receive the Rental Payments),

(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 Chargor as contemplated by the Guarantee,

2. Floating Charge

2.1 The Chargor, 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 paragraph 1.1 above (Clause 3.1 of the Charge) 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 Chargor prior to the date of the Charge and the prior written consent of the Bank in relation to any other Security -

(a) the Chargor creates, agrees to create or permits to subsist any Security on, over, or with respect to, the Charged Assets, or attempts to do so, or

(b) any person levies, or attempts 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 Chargor 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 pari passu with the Charge.

COMPANY NAME Kennet Films LLP

COMPANY NUMBER: OC310367

SCHEDULE 1 DEFINITIONS

'Borrower(s)' means all those Members to whom the Bank from time to time makes loans for the purposes of funding any capital contribution in the Chargor; and the Chargor itself in respect of loans for the purpose of acquiring the Films;

'Charged Assets' means all or any part of the assets of the Chargor which are specified in paragraph 1 above (Clause 3 of the Charge) or otherwise subject to any security in favour of the Bank pursuant hereto,

'Dedicated Account' means any account of the Chargor with the Bank to which the Rental Payments are required to be paid under the Charge,

'Facility Letter(s)' 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,

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

'Guarantee' means any guarantees or letters of credit issued or to be issued in favour of the Chargor in connection with any Rental Payments including the Guarantee issued or to be issued on or about the date of the Charge by a Guarantor Bank as detailed in Schedule 1 of the Charge,

'Guaranteed Sums' means all amounts payable from time to time to the Chargor pursuant to the Guarantee,

'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 Chargor in respect of any Rental Payments under any of the Lease Agreements,

'Lease Agreement' means the lease agreement dated 31st March 2006 between the Chargor and Samuelson Rider (IOM) Limited as amended by an amendment agreement dated 13th July 2006 relating to the film 'Stormbreaker' and the lease agreement dated 31st March 2006 between the Chargor and Tic Toc Films Limited as amended by an amendment agreement dated 13th July 2006 relating to the film 'Flyboys';

'Loan(s)' means the loans that the Bank has or may be prepared to make available to various of the Members pursuant to Facility Letters,

'Members' means the members of the Chargor;

'Rental Payments' means all amounts payable from time to time to the Chargor pursuant to the Lease Agreement,

'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 OC310367

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 13th JULY 2007 AND CREATED BY KENNET FILMS LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND THE BORROWERS OR ANY OF THEM TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND 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 20th JULY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JULY 2007

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES