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in bold black
capitals

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LLP395

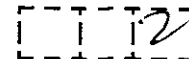
Particulars of a mortgage or charge in respect of a Limited Liability Partnership

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

LLP Number

OC313273

For official use

**Full Name of Limited
Liability Partnership**

Blyth Films LLP (the "Chargor")

Date of creation
of the charge

18th January 2006

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

A charge over assets between the Chargor and The
Governor and Company of the Bank of Ireland ('the
Chargee') ('the Deed') relating to the film
'Confetti' ('Film').

Amount secured by the
mortgage or charge

79
10
All obligations and liabilities of the Borrowers or
any of them to the Chargee 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 Chargee 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 meanings set out in Schedule 2 to this
Form 395.

Signed

Richards Butler

Date

25-01-06

On behalf of ~~XXX XXXXXX~~/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/KLD/1016032

Tel 020 7247 6555

E-mail



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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.

GI

Short particulars of all the
property mortgaged
or charged

1. FIXED SECURITY

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

(a) has charged to the Chargee 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

(b) has assigned to the Chargee by way of first ranking absolute
assignment (subject to the proviso in Clause 3.3 of the Deed
(Proviso for reassignment) all its rights, title and interest in
and to the benefit of -

... (continued in Schedule 1 to this form LLP395)

Capitalised terms shall have the meanings set out in Schedule 2
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

COMPANY NAME: Blyth Films LLP

COMPANY NUMBER: OC313273

SCHEDULE 1
SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

... continued

(a) the Lease Agreement entered into, or to be entered into (including without limitation the right to receive 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 Chargee 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 Deed) shall not be, or shall for any reason be ineffective as, assignments, mortgages or fixed charges.

2.2 If, without the consent of the Chargee in relation to any security created by the Chargor prior to the date hereof and the prior written consent of the Chargee 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.

3. 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 Deed.

LLP395

COMPANY NAME: Blyth Films LLP

COMPANY NUMBER: OC313273

SCHEDULE 2
DEFINITIONS

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

'Charged Assets' means all or any part of the assets of the Chargor which are specified in paragraph 1 above (Clause 3.1 of the Deed);

'Dedicated Account' means any account of the Chargor with the Chargee to which the Rental Payments are required to be paid under the Deed;

'Facility Letter' means any facility letter pursuant to which the Chargee 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) this Deed 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 hereof by a Guarantor Bank as detailed in Schedule 1 Part 2 of the Deed;

'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 Agreement;

'Lease Agreement' means the lease agreement, details of which are set out in Schedule 1 Part 1 of the Deed;

'Loans' means the loans that the Bank may be prepared to make available to various of the Members pursuant to Facility Letters;

'Members' means the members of the Chargor, more particularly detailed as Charles Saatchi and Conarco Limited;

'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.

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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. OC313273

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER ASSETS DATED THE 18th JANUARY 2006 AND CREATED BY BLYTH FILMS LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP 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 26th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th JANUARY 2006.

PDW



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

