

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

S98416/52  
**395**

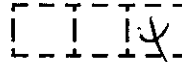
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



04692943

Name of company

\* Aries Film Partner 1 Limited (the "Company")

Date of creation of the charge

5 April 2005

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

Charge over Cash Deposit and Account and Deed of Assignment dated 5 April 2005 (the "Charge") and made between (1) Aries Film Partners (the "Partnership", the partners of which comprise of the Company,

Cont/....

Amount secured by the mortgage or charge

All amounts which may at 5 April 2005 or at any time in the future become payable or which are expressed to be at 5 April 2005 or at any time in the future payable pursuant to clauses 2.1 and/or 2.2 and/or 2.5 and/or 2.7 and/or 12 and/or 15 of the Charge and/or any other provision of the Charge ("Secured Sums").

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

Alliance & Leicester Commercial Finance Plc, whose registered office is at Carlton Park, Narborough, Leicester (the "Bank").

Postcode LE19 OAL

Please return  
via

CH London Counter

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

Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

LMM/KMR/56471.65/7041376

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

0472  
13/04/05

Short particulars of all the property mortgaged or charged

The Partnership with full title guarantee and as a continuing security for the payment and discharge of the Secured Sums:

(1) charges in favour of the Bank by way of second fixed charge the Deposit and the debts represented by the Deposit.

(2) assigns to the Bank absolutely by way of second assignment and by way of security all of its right title and interest in and to the benefit of the 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 the Letter of Credit entered into, or to be entered into (including without limitation the right to receive the Guaranteed Sums) until the Secured Sums have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Bank.

Pursuant to clause 6 of the Charge, the Partnership undertakes:

Cont/...

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 Denton Wilde Sapte

Date 12 April 2005

On behalf of XXXXXX [mortgagee/chargee] †

A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)

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 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

† delete as  
appropriate

CHFP025

**Particulars of a mortgage or charge  
(continued)**Please do not  
write in this  
binding marginContinuation sheet No 1  
to Form No 395 and 410 (Scot)Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company Number

04692943

Name of Company

Aries Film Partner 1 Limited (the "Company")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Alan MacDonald, Ashley Marston, Brian Verity, Bruce Allan, Christopher Haan, David Charters, David Marcussen, David Wood, Desmond Cowan, Diane Smith, Edgar Wallner, Elspeth Taylor, Hani Al-Salih, Ian Evatt, John Shakeshaft, Julie Nedic, Katherine Korol, Keith Seeley, Leslie Beech, Maria Vardy, Martin Sharpe, Michael Shaw, Nicholas Allen, Oliver Ellingham, Patrick Claridge, Paul Kletz, Richard Noble, Robert Hollomby, Robin Smith, Roger Vickers, Scott Briant, Stephen West, Timothy Butler, William Stanton, William Haynes, Peter Dunsby, Christopher Nedic, Justin May, David Brook, Aries Film Partner 2 Limited and (2) the Bank.

**Please complete  
legibly, preferably  
in black type, or  
bold block lettering**

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Cont/...

(a) not to assign, transfer or otherwise dispose of the Deposit or any of the other Collateral nor to create or permit to subsist any Security Interest thereon, except for the charge or assignment created by the Charge and the First Charge.

(b) that there shall be, and hereby warrants that there have been, no other charges or security interests created by the Partnership over the benefit of the Lease Agreement or the Letter of Credit or the Deposit without the prior written consent of the Bank other than the First Charge.

(c) that it shall not, without the prior written consent of the Bank (not to be unreasonably withheld or delayed) (i) waive any rights it has under the Lease Agreement or the Letter of Credit or (ii) agree to any amendment to the terms of the Lease Agreement or the Letter of Credit.

In this Form 395:

"Account Bank" means Alliance & Leicester Commercial Bank plc of Bridle Road, Bootle, Merseyside G1R 0AA.

"Collateral" means the property from time to time charged or expressed to be charged pursuant to clause 3 of the Charge and the property assigned or expressed to be assigned by way of security pursuant to clause 4 of the Charge or any part thereof.

"Dedicated Account" means account number 3001873 sort code 72-00-00 opened in the name of the Partnership with the Account Bank and all rights of the Partnership in relation thereto.

"Deposit" means all monies or, as appropriate, any part thereof from time to time (whether actually or contingently) standing to the credit of the Dedicated Account (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.

"First Charge" means the charge over cash deposit and account and deed of assignment dated 5 April 2004 between the Partnership and the Bank.

"Guaranteed Sums" means all amounts payable from time to time to the Partnership pursuant to the Letter of Credit.

"Lease Agreement" means the lease agreement dated 24 March 2004 entered into by the Partnership and MFC Film Financing IV, LLC. as lessee as amended by a lease amendment agreement dated 5 April 2004 and relating to the film "Cold Mountain".

"Letter of Credit" means the letter of credit dated 5 April 2004 granted by Societe Generale as letter of credit provider in favour of the Partnership in relation to the film "Cold Mountain" with MFC Film Financing IV, LLC. as lessee.

"Rental Payments" means all amounts payable from time to time to the Partnership pursuant to the 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.

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04692943

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT AND ACCOUNT AND DEED OF ASSIGNMENT DATED THE 5th APRIL 2005 AND CREATED BY ARIES FILM PARTNER 1 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALLIANCE & LEICESTER COMMERCIAL FINANCE plc 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 13th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th APRIL 2005.

*L Cangel*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —