

M

CHFP025

Please complete
in typescript, or
in bold black
capitals



A fee of £20 is payable to Companies House in respect of each register entry for a mortgage or charge.

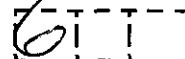
LLP395

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

LLP Number

OC301879

For official use

**Full Name of Limited Liability Partnership**

Zeus Films LLP (the "Partnership")

Date of creation of the charge

17th July 2003

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

Charge over assets in respect of a film entitled 'High Speed' (the "Film") between the Partnership and Barclays Bank plc (the "Bank").

Amount secured by the mortgage or charge

All obligations and liabilities of the Borrowers (as defined below) or any of them to the Bank in respect of any of the Facility Letters (defined below) which the Bank may be prepared to make available to various members of the Partnership (the "Loans") (including interest and break costs relating thereto) or of the Partnership in relation to any Finance Document (as defined below), together with (in all cases) all reasonable costs, charges and expenses incurred by the Bank in the protection, preservation and enforcement of its rights in relation hereto and thereto (the "Secured Liabilities").

(continued on continuation sheet 1)

Signed

Richards Butler

Date

23rd July 2003

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

Please give the name, address, telephone number and e-mail (if available) of the person Companies House should contact if there is any query. (DX addresses are acceptable for this purpose if you have one).

Richards Butler

Beaufort House, 15 St Botolph Street, London, EC3A
7EE, DX 1066 DX 1066
Contact: Zoe Chatten

Tel 020 7247 6555

E-mail zec@richardsbutler.com

LD8
COMPANIES HOUSE0518
29/07/03

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

Barclays Bank Plc
54 Lombard Street,
London EC3P 3AH
acting through its branch at 27 Soho Square, London, W1A 4WA

Short particulars of all the
property mortgaged
or charged

1. Fixed Security

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

1.1 charges 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 (as defined below), together with any proceeds thereof, the right to demand the same and the debts represented thereby.

1.2 assigns to the Bank by way of first ranking absolute assignment (subject to the proviso that following the end of the period beginning on the date of the Charge and ending on the date upon which all Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no more may arise on the terms of the Finance Documents (as defined below), the Bank shall promptly after demand

(continued on continuation sheet 1)

Particulars as to
commission allowance
or discount (note 3)

Not applicable

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 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

Please do not
write in this
margin

Particulars of a mortgage or charge (continued)

Please complete
in typescript, or in
bold black
capitals

Continuation sheet No 1
to Form LLP395 and 410 (Scot)

LLP Number

OC301879

Full Name of Limited Liability Partnership

Zeus Films LLP (the "Partnership")

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

"Borrowers" 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.

"Finance Documents" means:

(a) 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 **"Facility Letters"**) (b) the Charge and (c) any documents from time to time executed pursuant thereto or supplementary thereto.

Please complete
in typescript, or
in bold black
capitals

by the Partnership on it reassign to the Partnership or to the person entitled thereto (at the Partnership's expense) the subject matter of those assignments or, as the case may be, the balance thereof or other property or assets representing the same) all its right, title and interest in and to the benefit of-

Please complete
in typescript, or
in bold black
capitals

(a) the Lease Agreements (as defined below) entered into or to be entered into (including without limitation the right to receive Rental Payments (as defined below));

(b) any guarantees or letters of credit issued or to be issued in favour of the Partnership in connection with any Rental Payments including the guarantees issued or to be issued on or about the date hereof by any bank or financial institution (the "**Guarantor Bank**") who from time to time may provide a guarantee, letter of credit or similar assurance or undertaking to the Partnership in respect of any Rental Payments under any Lease Agreements ("**the Guarantees**") entered into, or to be entered into (including without limitation the right to receive all amounts payable from time to time to the Partnership pursuant to the Guarantees; and

(continued on continuation sheet 2)

Particulars as to commission allowance or discount

(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 Guarantees.

"Dedicated Accounts" means any account of the Partnership with the Bank to which the Rental Payments are required to be paid under the Charge.

"Lease Agreements" means the lease agreement dated 4th April 2003 as amended by the lease amendment agreement dated 17th July 2003 referred to in Schedule 1 of the Charge.

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

Negative Pledge:

The Partnership shall not create or permit to subsist any other mortgage, pledge, lien charge, security assignment, hypothecation, standard security, security trust or security interest or any other agreement or arrangement entered into to create or confer security over

Please complete
in typescript, or
in bold black
capitals

Particulars as to commission allowance or discount

any asset ("**Security**") over all or any part of the assets of the Partnership which are subject to the Charge or subject to any Security in favour of the Bank pursuant hereto, whether fixed or floating, and whether ranking ahead or behind or pari passu with the Charge.

Please complete
in typescript, or
in bold black
capitals

Particulars as to commission allowance or discount

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. OC301879

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER ASSETS DATED THE 17th JULY 2003 AND CREATED BY ZEUS FILMS LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY COMPANY OR THE BORROWERS (OR ANY OF THEM) TO BARCLAYS BANK 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 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 29th JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st AUGUST 2003.

D. Urm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES