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LLP395

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Please complete
in typescript, or
in bold black
capitals

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.

For official use

LLP Number

OC339129



Full Name of Limited
Liability Partnership

Phoenix Film Partners LLP (the "Chargor")

Date of creation
of the charge

29 September 2008

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

Security over cash deposits dated 29 September 2008
made between (1) the Chargor and (2) HSBC Private Bank
(UK) Limited (the "Deed")

Amount secured by the
mortgage or charge

See attached appendix 1

Signed

Chris Taylor LLP

Date

15/10/08

On behalf of ~~XXXX 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 F

Eversheds LLP
One Wood Street, London
EC2V 7WS
DX 154280 - Cheapside-8.

Chris Taylor

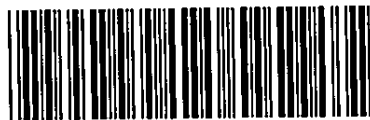
Tel 0845 497 9797

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

THURSDAY



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16/10/2008

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COMPANIES HOUSE

Names and addresses of the mortgagees or persons entitled to the charge	See attached appendix 2
Short particulars of all the property mortgaged or charged	See attached appendix 3
Particulars as to commission allowance or discount (<i>note 3</i>)	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

Full name of Limited Liability Partnership

*Insert full name of
LLP

PHOENIX FILM PARTNERS LLP

APPENDIX 1

Amount secured by mortgage or charge

The amount secured by the Deed is all money and liabilities whenever and however incurred, whether with or without the Chargor's knowledge or consent and whether now or in the future due or becoming due from the Customer to the Bank under the Amended and Restated Facility Agreement together with any amount due under the indemnity in clause 14 to the Deed and the money agreed to be paid by the Chargor under clause 19 (T C 10) to the Deed (the "**Debt**")

The Debt does not include any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Customer and the Bank

If not already defined, capitalised terms used in this appendix 1 are defined in appendix 4 to this Form 395.

LLP number

OC339129

Full name of Limited Liability Partnership

*insert full name of
LLP

PHOENIX FILM PARTNERS LLP

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APPENDIX 2

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

HSBC PRIVATE BANK-(UK)-LIMITED of 78 St James's Street London SW1A 1JB
(registered number 499482) (the "**Bank**").

Full name of Limited Liability Partnership

*insert full name of
LLP

PHOENIX FILM PARTNERS LLP

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APPENDIX 3

Short particulars of all property mortgaged or charged

Security

1. The Bank may set off or transfer the Deposit (or any part of it) in payment of the Debt (or any part of it) which is then due for payment and has not been paid, subject to the Bank giving the Chargor notice of set-off as soon as practicable thereafter.

Non-assignment

2. The Chargor may not assign, transfer or grant any rights in relation to, or purport to assign, transfer or grant any rights in relation to, any part of the Deposit, the Debt or any right or obligation under the Deed (other than to the Bank) unless the Bank otherwise agrees in writing
3. If not already defined, capitalised terms used in this appendix 3 are defined in appendix 4 to this Form 395

Full name of Limited Liability Partnership

*insert full name of
LLP

PHOENIX FILM PARTNERS LLP

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4. **APPENDIX 4**

DEFINITIONS AND CONSTRUCTION

Definitions

In this Form 395 and its appendices the following definitions apply:

Account means account number 51503650 with sort code 40-05-50 including any renewal, substitution or redesignation of the same.

Amended and Restated Facility Agreement means the facility letter dated 31 March 2006 addressed by the Bank to the Customer as amended and restated by an amendment and restatement agreement dated 23 February 2007 and by side letter dated 28 September 2007 and as further amended, extended, supplemented and/or restated from time to time.

Bank as defined in appendix 2 to this Form 395.

Chargor is defined in the Form 395 to which this appendix is appended

Customer means Ingenious Resources Limited (registered in England under number 05312742).

Deed is defined in the Form 395 to which this appendix is appended.

Deposit means all the Chargor's present and future rights to, and interest in, all of the amounts from time to time credited to the Account less that which is, with the Bank's agreement, debited to the Account. This includes all interest and other benefits arising in connection with those amounts unless the bank otherwise agrees in writing.



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. OC339129

CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY OVER CASH DEPOSITS
DATED THE 29 SEPTEMBER 2008 AND CREATED BY PHOENIX
FILM PARTNERS LLP FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE CUSTOMER TO HSBC PRIVATE BANK
(UK) LIMITED 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 16 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 OCTOBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES