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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.

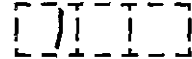
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Please complete in typescript, or in bold black capitals

LLP Number

OC307656

For official use



Full Name of Limited Liability Partnership

Future Screen Partners 2005 No.3 LLP ('the Chargor')

Date of creation of the charge

12th May 2006

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

Charge over Assets ('the Charge') between the Chargor and the Governer and Company of the Bank of Ireland ('the Bank') relating to the film provisionally entitled "Second in Command" ('the Film').

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 Facility Letters (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 meanings given to them in Schedule 1 to this Form 395.

Signed

RichardS BUTler

Date

18.5.06

On behalf of ~~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

Ref: BHS/KLD/1017829 Tel 020 7247 6555

E-mail



LD3
COMPANIES HOUSE
19/05/2006

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 Governer 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 preformance 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: Future Screen Partners 2005 No.3 LLP
COMPANY NUMBER: OC307656

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

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) all present and future Rental Payments under the Lease Agreement entered into, or to be entered into;

(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.

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 Charge unless otherwise agreed in

writing by the Bank.

COMPANY NAME: Future Screen Partners 2005 No.3 LLP
COMPANY NUMBER: OC307656

SCHEDULE 1
DEFINITIONS

'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 Chargor;

'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 to the Charge;

'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' 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;

'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 dated 31st March 2006 between the Chargor and Pueblo Film Releasing Limited;

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

'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. OC307656

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER ASSETS DATED THE 12th MAY 2006 AND CREATED BY FUTURE SCREEN PARTNERS 2005 NO.3 LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM 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 19th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd MAY 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

PJL