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in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

395

628122/39

To the Registrar of Companies
Companies House, Crown Way, Cardiff CF14
3117

For official use

SD 6

Company number

4167587

Name of company

Invicta Capital Limited (the **Mortgagor**) ✓

Date of creation of the charge

19 September 2007 ✓

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

Mortgage over shares dated 19 September 2007 between the Mortgagor and the Bank (the **Mortgage**)

Amount secured by the mortgage or charge

The liabilities of the Partnership and the Mortgagor to the Bank under or pursuant to the Finance Documents and the Mortgage except for any liabilities which, if secured by this Mortgage, would result in a contravention by the Mortgagor of section 151 of the Companies Act 1985

Note Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached

Please return
via
CH London Counter

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

Bank of Scotland plc, New Ueberior House, 11 Earl Grey Street, Edinburgh (the **Bank**) ✓

Postcode EH3 9BN

Presentor's name address and
reference (if any)

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
REF/PTR/75003 00116

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

MONDAY



LD2 08/10/2007 113
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached

1 Creation of Mortgage

Under Clause 3 (*Mortgage*) of the Mortgage, the Mortgagor mortgaged or (if or to the extent that the Mortgage does not take effect as a mortgage) charged by way of fixed charge

(a) the Shares, and

(b) the Dividends

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legibly, preferably
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bold block
lettering

95.

Particulars as to commission allowance or discount (note 3)

NIL

Signed Denton Wilde Sapte LLP

Date 08/10/07

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

On behalf of [company] (mortgagor/chargee)†

Notes

† delete as
appropriate

- 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 situated 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.

Name of company

* insert full name
of company

* Invicta Capital Limited

Short particulars of all the property mortgaged or charged (continued)

2 Negative Covenants

The Mortgagor covenanted that it shall not

- (a) enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan, nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal, and
- (b) may not create or permit to subsist any Security over any Security Asset

3 Definitions

In this Form 395, words and expressions used in the Mortgage, unless otherwise defined below or except where context otherwise requires, have the same meanings given to them in the Mortgage (including definitions incorporated therein through cross reference to other documents)

Bank Documents has the meaning given to such term in the Reimbursement Agreement

Borrower means Invicta Studio Productions Limited, a company incorporated under the laws of England and Wales with registered number 05830777 whose registered office is at 99 Kenton Road, Harrow, Middlesex, HA3 0AN

Dividends means all dividends, interest and other distributions paid or payable on or in respect of the Shares

Equivalent Financial Collateral shall have the same meaning as it has in the Regulations

Finance Documents means the Letter of Credit and the Bank Documents

Letter of Credit has the meaning given to such term in the Reimbursement Agreement

Partnership means The Invicta Film Partnership No 43, LLP, a limited liability partnership incorporated under the laws of England and Wales with registered number OC327396 whose registered office is at 1 Fleet Place, London, EC4M 7WS

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them

Reimbursement Agreement means the reimbursement agreement dated 19 September 2007 between the Partnership and the Bank

Security means (a) any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, option, title retention, right of set-off, security trust or security interest and (b) any other agreement or arrangement entered into to create or confer security over any asset or arrangement in any jurisdiction having similar effect

Security Assets means all of the assets of the Mortgagor which are the subject of any Security created or to be created by the Mortgage

Shares means the shares of the Borrower which are listed or described in Schedule 1 of the Mortgage and any other shares issued in the Borrower, together with (i) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise (except for Dividends) which at any time accrue to or are offered or arise in respect of them, and (ii) any Equivalent Financial Collateral provided in accordance with Clause 10 2 (h) (*Rights and powers of the Bank*) of the Mortgage

Company number

4167587

Name of company

* insert full name
of company

* Invicta Capital Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04167587

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OVER SHARES DATED THE 19th SEPTEMBER 2007 AND CREATED BY INVICTA CAPITAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE INVICTA FILM PARTNERSHIP NO 43 LLP AND FROM THE COMPANY TO BANK OF SCOTLAND 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 8th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th OCTOBER 2007

hc



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —