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# LLP395

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

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

LLP Number

OC301153

For official use

1411

Full Name of Limited  
Liability Partnership

The Invicta Film Partnership No. 6, LLP

Date of creation  
of the charge

16th April 2002

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

Pledge and Charge ('the Charge') between (1) Centre  
House Productions Limited ('the Chargee') and (2) The  
Invicta Film Partnership No. 6, LLP ('the Chargor')

Amount secured by the  
mortgage or charge

All obligations owing to SG Leasing (March) Limited  
(('SGLM')) and/or the Chargee by the Chargor under or  
pursuant to the following agreements ('the Secured  
Obligations')

(a) the lease agreement dated 16th April 2002 between  
the Chargor and SGLM ('the Chargor Lease Agreement')  
(including without limitation, the implied covenant  
for quiet enjoyment, the obligation to make a rebate  
of rental pursuant to Clause 10.5 and the obligation  
to appoint SGLM as the Chargor's agent for sale  
pursuant to Clause 10.2); and

(b) the film purchase and licensing agreement dated 1st  
March 2001 between SGLM and the Chargor ('the Chargor  
Sale Agreement') [Continued on Continuation Sheet]

Signed

Date

25th April 2002

On behalf of ~~XXX~~ [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  
Ref: BHS/ZEC/02-6830

Tel 020 7247 6555

E-mail zec@richardsbutler.com



LD2  
COMPANIES HOUSE

0374  
26/04/02

Laserform International 04/01

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

Centre House Productions Limited (Company Registration No:  
3659975) of c/o Room 3637, White City, 201 Wood Lane, London W12  
7TS

Short particulars of all the  
property mortgaged  
or charged

1. By way of first fixed charge, and subject only to the rights and interests of parties to the Existing Agreements (as such term is defined in the Charge) all the Chargor's right, title and interest in and to the Rights (as such term is defined in the Charge).

2. By way of pledge of the Delivery Material (being the original picture negative and other physical materials and documentation relating to the television programmes entitled "Born and Bred" (aka "Heart of the Valley"), and "Murder In Mind - Series 2 Episodes 3-6" subject only to the rights and interests of parties to the Existing Agreements.

The Chargee acknowledges that the Chargor has granted security in respect of the Chargor Lease Agreement pursuant to the terms of a charge over assets dated 16th April 2002 between the Chargor and Barclays Bank Plc and, for the avoidance of doubt, the Chargee acknowledges that the security created by the Charge is subject to and subordinate to the charge in favour of Barclays Bank Plc.

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 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

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## Particulars of a mortgage or charge (continued)

Please complete  
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bold black  
capitals

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

### LLP Number

OC301153

### Full Name of Limited Liability Partnership

The Invicta Film Partnership No. 6, LLP

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

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margin

in each case whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) Provided that neither such covenant nor the security constituted by the Charge shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

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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. 0C301153

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PLEDGE AND CHARGE DATED THE 16th APRIL 2002 AND CREATED BY THE INVICTA FILM PARTNERSHIP NO.6, LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO SG LEASING (MARCH) LIMITED (SGLM) AND/OR CENTRE HOUSE PRODUCTIONS 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 26th APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st MAY 2002.

*P. Paw*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES