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LLP395



CHFP025

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

LLP Number

OC301153

For official use

[1][1][6]

**Full Name of Limited
Liability Partnership**

The Invicta Film Partnership No. 6, LLP of One Fleet
Place, London, EC4M 7WS (the "Chargor")

Date of creation
of the charge

28th June 2002

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

Charge over Assets between the Chargor (1) and the
Chargee (2) (the "Charge")

Amount secured by the
mortgage or charge

All present and future obligations and liabilities of
the Borrowers or any of them to the Chargee in respect
of any of the Loans (including Interest (as defined in
the Lease Agreement) and break costs relating thereto)
or which are intended to be secured by any Finance
Documents (including any obligations or liabilities
secured pursuant to paragraph 1.3 of Schedule 3 to the
Charge), together with (in all cases) all costs,
charges and expenses incurred by the Chargee in the
protection, preservation and enforcement of its rights
in relation hereto and thereto (the "Secured
Liabilities").

Please see Schedule 1.

/contd...

Signed

CMS Cameron McKenna

Date

4th July 2002

On behalf of [XKR][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)

CMS Cameron McKenna ECB/0X9507/00098/20307946.01
Mitre House, 160 Aldersgate Street, London, EC1A 4DD,
DX 135316 BARBICAN 2

Tel 020 7367 3455

E-mail emily.brown@cmck.com

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COMPANIES HOUSE0172
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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	Société Générale of SG House, 41 Tower Hill, London (the "Chargee")
Short particulars of all the property mortgaged or charged	<p>The Chargor with full title guarantee, as security for the payment, discharge and performance of all Secured Liabilities:</p> <p>1. charges to the Chargee by way of first fixed charge:</p> <p>(a) the whole and every part of its right, title and interest in and to all moneys from time to time standing to the credit of each present and future Dedicated Account; together with</p> <p>(b) the right to demand the same; and</p> <p>(c) the debts represented thereby including all Interest (as defined in the Lease Agreement) (if any) now owing and hereafter to become owing in respect of any such moneys as are referred to in (a) above, including interest which is compounded and treated as principal; and</p> <p>Please see Schedule 2.</p> <p>/contd...</p>
Particulars as to commission allowance or discount (note 3)	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 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

SCHEDULE 1

"Borrowers" means the individual members of the Chargor listed in schedule 1 to the Charge.

"Finance Documents" means any of:

- (a) the Loan Agreements
- (b) the Charge
- (c) the fee letter dated 27th June 2002 addressed by Invicta Capital Limited to the Chargee pursuant to which Invicta Capital Limited agrees to pay certain fees to the Chargee
- (d) any documents from time to time executed pursuant to the documents specified in (a) to (c) above or supplementary thereto or in connection therewith.

"Loan" means the amount the Chargee has agreed to make available to each Borrower for the purpose of funding each Borrower's capital contribution in the Chargor which is to be applied by the Chargor for the acquisition of the film entitled "Callas Forever" (the "Film").

Paragraph 1.3 of Schedule 3 to the Charge provides as follows:

- (a) where any discharge (whether in respect of the obligations of the Chargor, or of any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of the Chargor under the Charge shall continue as if the discharge or arrangement had not occurred.
- (b) the Chargee shall be entitled to retain the Security created by the Charge for a period of one month plus any period during which any payment, security or other disposition may be avoided or may be required to be restored by any law of any jurisdiction relating to insolvency after all Secured Liabilities have been paid or appear to have been paid or (as the case may be) the creation of such security or the making of such disposition, notwithstanding any discharge or arrangement given or made by the Chargee, provided that if at any time within such period either a bankruptcy petition shall be presented against any Borrower or a petition shall be presented for an order for the winding up or administration of the Chargor (or any step is taken under the laws of any other jurisdiction which is equivalent or analogous to any of the foregoing), then the Chargee shall be entitled to continue to retain this Security for and during such further period as the Chargee may determine, in which event this Security shall be deemed to have continued to have been held by the Chargee as security for the payment to the Chargee of all the Secured Liabilities (including any sums which the Chargee is ordered to repay pursuant to any such law relating to insolvency or any order or any court or as a consequence of such law).
- (c) the Chargee may concede or compromise any claim that any present security or other disposition is liable to avoidance or restoration.

"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.

"Loan Agreement" means any loan agreement pursuant to which, amongst other things, the Chargee has agreed or, as the context may require, may agree to make a Loan available to a Borrower.

SCHEDULE 2

- (d) any proceeds of (a) to (c) above; and
 - (e) all causes of action which may from time to time be available to it in relation to (a) to (c) above.
2. assigns to the Chargee by way of first ranking absolute assignment (subject to the proviso below) all its right, title and interest in and to:
- (a) all present and future Minimum Revenue Entitlement;
 - (b) all of the Guarantees
 - (c) any and all substitute bank guarantees, letters of credit, deposits or other security which may at any time be provided to it as contemplated by any Guarantee;
 - (d) all moneys due and payable to it from time to time under each Lease Agreement which represent any additional amount which the Lessee is required to pay to it, in the event of the Lessee being required by law to make any deduction or withholding on account of tax from any payment of Minimum Revenue Entitlement (and any Interest (as defined in the Lease Agreement) paid in respect thereof), to ensure that it receives a net after tax amount equal to the full amount which it would have received if no such deduction had been made, free from any liability in respect thereof; and
 - (e) in respect of (a) to (d) above, the right to make a demand thereunder, all discretions thereunder, the debts represented thereby, any proceeds thereof and all causes of action (including for breach of representation or warranty) which it has or may have in relation thereto.

Proviso: The assignments intended to be created by the Chargor (to the extent of its interest in such assets or rights) in 1 and 2 above are subject to the proviso that, following the end of the Security Period the Chargee shall promptly after demand made by the Chargor on it reassign to the Chargor or other person entitled thereto (at the Chargor'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.

"Dedicated Account" means the account of the Chargor with the Chargee's branch at SG House, 41 Tower Hill, London EC3N 4SG numbered 01005055 or such other account as may for the time being be specified by the Chargee by notice in writing to the Chargor as the account into which the Charged Assets described in 1 and 2 above are required to be paid.

"Minimum Revenue Entitlement" means with respect to the Lease Agreement, those sums, and the right to receive those sums defined as "Lease Payments" and "Termination Rentals" in the Lease Agreement and expressed to be payable under the Lease Agreement and Interest (as defined in the Lease Agreement) paid in respect thereof (other than, for the avoidance of doubt, sums paid in respect of VAT).

"Lease Agreement" means the lease agreement relating to the Film between the Chargor (1) and the Chargee (2) dated 28th June 2002.

"Lessee" means Styledeal Limited (Company Number 4389017) whose registered office is situated at 99 Kenton Road, Harrow, Middlesex HA3 0AN

"Guarantee" means any guarantee or letter of credit or similar security issued or to be issued in favour of the Chargor in connection with the Minimum Revenue Entitlement (or any part thereof), including those guarantees issued or to be issued on or about 28th June 2002 by an Issuing Bank.

"Issuing 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 the Minimum Revenue Entitlement (or any part thereof) under the Lease Agreement.

"Security Period" means the period beginning on 28th June 2002 and ending on the date upon which all the Secured Liabilities have been unconditionally and irrevocably paid or discharged in full and no more may arise under the terms of the Finance Documents.

"Charged Assets" means all or any part of the assets of the Chargor which are specified in 1 and 2 above or otherwise subject to any Security in favour of the Chargee.

The Charge contains the following 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.

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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. OC301153

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER ASSETS DATED THE 28th JUNE 2002 AND CREATED BY THE INVICTA FILM PARTNERSHIP NO.6, LLP FOR SECURING ALL OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE BORROWERS OR ANY OF THEM TO SOCIETE GENERALE 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 5th JULY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JULY 2002.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —