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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.**

CHFP025

Please complete in typescript, or in bold black capitals

**LLP Number**

OC301153

For official use



**Full Name of Limited Liability Partnership**

The Invicta Film Partnership No. 6, LLP whose registered office is at 1 Fleet Place, London EC4M 7WS (the "Chargor")

**Date of creation of the charge**

1 August 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**

78

10 -

All present and future obligations and liabilities of the Borrower or any of them to the Chargee (whether for itself or as agent) or to any other financial institution which has an interest whether legal or beneficial and whether now or in the future in the Facility Letters or any of them in respect of any the Loans (including interest 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 or such other financial institutions as aforementioned in the protection, preservation and enforcement of its rights in relation thereto (the "Secured Liabilities").

/Cont... please see Schedule 1 attached

**Signed**

CMS Cameron McKenna

Date 5-viii-02

On behalf of ~~[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).

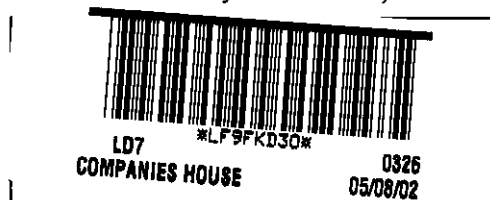
CMS Cameron McKenna Ref: MCV/0X9507.83/20347997,-8000  
Mitre House, 160 Aldersgate Street, London, EC1A 4DD  
DX 135316 BARBICAN 2

Tel 020 7367 3413

E-mail michael.cavers@cmck.com

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**

SG House, 41 Tower Hill, London EC3N 4SG  
(the "Chargee")

Short particulars of all the  
property mortgaged  
or charged

The Chargor, with full title guarantee, as security for the payment, discharge and performance of all Secured Liabilities:

1. charges to the Chargee by way of first fixed charge:

(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;

(c) the right to demand the same; and

*/ Cont...please see Schedule 2 attached*

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 those individuals listed in Schedule 1 to the Charge.

**"Facility Letter"** means any facility letter 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.

**"Loan"** means a loan given by the Chargee to each of the Borrowers.

**"Finance Document"** means any of (a) the Facility Letters (b) the Charge (c) the Fee Letter and (d) any documents from time to time executed pursuant thereto or supplementary thereto or in connection therewith.

**"Fee Letter"** means any letter between the Chargor and the Chargee pursuant to which the Chargor agrees to pay certain fees to the Chargee.

**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 much 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 a security has been paid (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 protection 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 of any court 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.

## SCHEDULE 2

- (d) the debt represented thereby including all interest (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
  - (e) any proceeds of (a) to (c) above; and
  - (f) all causes or 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 of 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 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, or 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 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 any such 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.

**"Film"** means "The Hoobs, Episodes 126-185".

**"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.

**"Dedicated Account"** means the account of the Chargor with the Chargee's branch at SG House, 41 Tower Hill, London EC3N 4SG numbered 01005040, sort code 23-63-91, 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 or the proceeds thereof are required to be paid.

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

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

**"Lease Agreement"** means the lease agreement relating to the Film, details of which are set out in Schedule 2 to the Charge.

**"Interest"** shall have the meaning given to it by the Lease Agreement.

**"Lessee"** shall have the meaning given to it by the Lease Agreement.

**"Security Period"** means the period beginning on the date of the Charge 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 any of the Finance Documents.

**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 of or behind 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 1st AUGUST 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 SOCIETI GINIRALE 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 AUGUST 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th AUGUST 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HLP026B