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008166/20

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

OC302855

For official use

3111

Full Name of Limited Liability Partnership

THE AQUARIUS FILM COMPANY LIMITED LIABILITY PARTNERSHIP

Date of creation of the charge

26 November 2002

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

DEBENTURE

Amount secured by the mortgage or charge

The Payment or discharge of the secured liabilities being all or any monies and liabilities which will be due, owing or incurred to the Chargee by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Chargee shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Chargee may in the course of its business charge or incur in respect or any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual rates and practice of the Chargee.

Signed

Edwards Geldard

Date

12th December 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.

Edwards Geldard Solicitors

Dumfries House, Dumfries Place, Cardiff CF10 3ZF
Ref: KB/301642.2

Tel 029 2023 8239

E-mail

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



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COMPANIES HOUSE

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Names and addresses of the mortgagees or persons entitled to the charge	The Governor and Company of the Bank of Scotland, Branch/Office at Corporate Banking Centre, One Kingsway, Cardiff CF10 3YB
Short particulars of all the property mortgaged or charged	<p>1. By way of legal mortgage all freehold and leasehold property together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;</p> <p>2. By way of fixed charge:</p> <p>(a) All future freehold and leasehold property together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;</p> <p>(b) All present and future interests in or over land or the proceeds of sale and all present and future licences to enter upon or use the land and the benefit of all other agreements relating to the land, all fixtures (including trade and tenant's fixtures) plant and machinery which are at any time on the property charged under this debenture;</p> <p>(c) All goodwill and uncalled capital for the time being;</p> <p style="text-align: center;">SEE CONTINUATION SHEET</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

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Particulars of a mortgage or charge (continued)

Please complete
in typescript, or in
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Continuation sheet No 1
to Form LLP395 and 410 (Scot)

LLP Number

OC302855

Full Name of Limited Liability Partnership

THE AQUARIUS FILM COMPANY LIMITED LIABILITY PARTNERSHIP

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

DEBENTURE

(d) All present and future stocks, shares and other securities owned (at Law and in Equity) and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;

(e) All patents, patent applications, trademarks, trademark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration or any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

(f) All present and future book and other debts and monetary claims whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money;

(g) All present and future plant and machinery not otherwise charged and all other present and future chattels (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress);

(h) All present and future bank accounts, cash at bank and credit balances with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

(i) All films, the Rights and the Income. Films being all right title and interest of the Company in any film, any right title and interest of the Company in any lease or licence granted in its favour, together with all film and sound materials and all physical materials to be made or to be owned by the Company in connection with such film all contracts relating to the production of any film all underlying rights owned by or to be owned by or licensed to the Company or to be licensed to the Company relating to any film the benefit of all insurance policies relating to any film and the right to collect and receive all income. The Rights being all propriety statutory contractual and common law rights of the Company (throughout the world) whether as owner maker author or otherwise to use and exploit any Film and any and all constituent parts or parts of any Film including (but not limited to) all underlying literary dramatic lyrical musical artistic and other material including all titles trade marks and logos used in or in connection with any Film throughout the world. Income being all income fees royalties and money arising or whatever nature derived or generated from the exploitation of Films or any rights in any part of the world;

(j) All proceeds accounts benefits and/or other rights to payment or otherwise devolving whether now or owned or in the future acquired in respect of any refund or other bonus or incentive arising;

3. By way of floating charge all the assets (being the whole of the property and undertaking of the Company) including (not without limitation) any immoveable property in Scotland and any assets in Scotland as mentioned in (a) to (j) above.

4. By way of assignment the right title and interest of the Company in the Contracts. Contracts being all agreements (whether now or in the future) made by the Company for the marketing exploitation or distribution of any Films and shall include (but not by way of limitation) the Agreement dated 26 November 2002 between the Company and Bauer Martinez Studios Inc. in relation to the exploitation of the motion picture provisionally entitled "Citizen Verdict".

The Debenture contains a prohibition against the Company creating or attempting to create or permitting to subsist any fixed security or mortgage or any other floating charge over the assets having priority over or ranking pari passu with the floating charge created by the Debenture.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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Particulars as to commission allowance or discount

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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. 0C302855

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th NOVEMBER 2002 AND CREATED BY THE AQUARIUS FILM COMPANY LIMITED LIABILITY PARTNERSHIP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER 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 13th DECEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th DECEMBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —