

**Particulars of a mortgage or charge**

A fee of £10 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

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

121

02192851

Name of company

\* Investing in Enterprise Limited ('the Chargor')

Date of creation of the charge

24th November 2004

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

Charge over Cash Deposit and Account ('the Deed') between the Chargor and Barclays Bank plc ('the Bank') in relation to the films entitled "Robinson Crusoe", "Jean Moulin" and "The Emperor's Wife" ('the Films').

Amount secured by the mortgage or charge

All monies, obligations and liabilities whatsoever whether for principal, interest or otherwise in whatever currency which may now, or at any time in the future, be due, owing or incurred by the Borrowers (as defined below) to the Bank under, or in connection with, the Facility Letters (as defined below) or by the Lessee (as defined below) to the Lessor (as defined below) under the Film Leases (as defined below) (the "Secured Sums").

Definitions:

"Borrower(s)" means the partners for the time being of the Lessor each of whom have entered into a Facility Letter with the Bank.

(continued on page 2 of Continuation Sheet 1)

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

Barclays Bank plc, 54 Lombard Street, London EC3P 3AH acting through its branch at 27 Soho Square, London W1D 3QR

Postcode

Presentor's name address and reference (if any):

Richards Butler  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7EE

BHS/CAAL/1010562

Time critical reference

For official Use  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

0423  
08/12/04

**First Fixed Charge**

(a) The Chargor with full title guarantee and as a continuing security for the payment and discharge by the Borrowers and the Lessee (as the case may be) of the Secured Sums on the Due Dates (as defined below) charges in favour of the Bank by way of first fixed charge the Deposit (as defined below) and the debts represented by the Deposit to the intent that the Deposit shall not be released to the Chargor until the Secured Sums have been unconditionally and irrevocably paid and discharged in full.

(b) The Chargor charges by way of floating charge any and all of the Chargor's rights and interest detailed in (a) above if and to the extent that the first fixed charge may fail for any reason to operate as a fixed charge. Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Deed.

(continued on page 4 of Continuation Sheet 1)

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this margin

Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

None applicable

Signed



Date

7.12.04

On behalf of [company] [mortgagee/chargee]†

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

**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 situate 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
  
Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

**Particulars of a mortgage or charge  
(continued)**

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binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company Number

02192851

Name of Company

Investing in Enterprise Limited ('the Chargor')

Limited\*

\* delete if  
inappropriate

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

....(continued)

"**Facility Letters**" means the facility letters entered into by the Bank and the Borrowers whereby the Bank agreed to grant loan facilities to the Borrowers.

"**Film Leases**" means the film leases entered into between the Lessor and the Lessee in relation to the Films.

"**Lessee**" means the Chargor acting in its capacity as lessee under the Film Leases.

"**Lessor**" means Grosvenor Park 2005 S42 Film LLP acting in its capacity as lessor under the Film Lease and shall for the avoidance of doubt include the Bank as assignee of the benefit of the Film Leases and the person entitled to the benefit of the payment obligations of the Lessee thereunder.

Please complete  
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in black type, or  
bold block lettering

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binding margin

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

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

(continued)

**NB Negative Pledge**

The Chargor shall not assign, transfer or otherwise dispose of the Deposit nor create or permit to subsist any Security Interest (as defined below) thereon, except for the Security Interest created by the Deed.

**Definitions:**

**"Account Bank"** means the bank with which the Chargor maintains the Security Account which unless the Bank otherwise agrees in writing shall be the Bank or an institution within the same group of companies as the Bank.

**"Deposit"** means the monies credited, from time to time, to the Security Account (as defined below) together with all interest, the right to repayment and other rights of the Chargor in connection therewith.

**"Due Dates"** means, in relation to the Secured Sums, each date on which any payment in respect thereof becomes due (whether on scheduled maturity, by acceleration or otherwise).

**"Security Account"** means account number 90074861 Sort Code 20-78-98 maintained by the Chargor with the Account Bank (as defined above) and all rights of the Chargor in relation thereto or such other account or accounts as the Bank shall designate as replacements for such account.

**"Security Interest"** means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right (including any "hold back" or flawed asset arrangement) conferring a priority of payment.

**'Secured Sums'** means all monies, obligations and liabilities whatsoever for principal, interest or otherwise in whatever currency which may now, or at any time in the future, be due, owing, or incurred by the Borrowers to the Bank under, or in connection with, the Facility Letters or by the Lessee to the Lessor under the Film Leases.

Please complete  
legibly, preferably  
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bold block lettering

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02192851

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT AND ACCOUNT DATED THE 24th NOVEMBER 2004 AND CREATED BY INVESTING IN ENTERPRISE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWERS TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER 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 DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th DECEMBER 2004.

*DX - Cer*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES