In accordance with Section 872(1)(a) of the Companies Act 2006 as applied by The Limited **Liability Partnerships** (Application of Companies Act 2006) Regulations 2009

LL MG02

BLUEPRINT

OneWorld

Statement of satisfaction in full or in part of mortgage or charge by a Limited Liability Partnership (LLP)

What this form is for

You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge by an LLP

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17/02/2012 **COMPANIES HOUSE**

1	LLP details	13	For official use			
LLP number	OC301429	Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *				
LLP name in full	SCION FILMS SALE AND LEASEBACK SIXTH LLP					
2	Creation of charge					
Date charge created	0 5 0 4 200 0 5	You should give a description of the instrument (if any) creating or				
Description 0	CHARGE OVER ACCOUNT	evidencing the charge, e g 'Legal charge'				
Date of registration ②		The date of registration may be confirmed from the certificate				
3	Name and address of chargee(s), or trustee(s) for the debenture holders					
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	Please	Continuation page Please use a continuation page if you need to enter more details			
Name	BANK OF SCOTLAND PLC	_ `				
Address	THE MOUND, EDINBURGH					
		_				
Postcode	EH1 1 YZ					
Name		_				
Address		-				
		_				
Postcode						
Name		-				
Address		-				
		-				
Postcode						
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LL MG02 Statement of satisfaction in full or in part of mortgage or charge by a Limited Liability Partnership (LLP) Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged Continuation page Please use a continuation page if you need to enter more details Short particulars SEE PAPER APART 1 FOR DEFINITIONS AND PAPER APART 2 FOR SHORT PARTICULARS. Satisfaction of the debt I confirm that the debt for which the charge described above was given has • Please tick one box only been paid or satisfied • \mathbf{Z} In full In part

Signature

the charge

X

Signature

Please sign the form here

This form must be signed by a person with an interest in the registration of

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LL MG02

Statement of satisfaction in full or in part of mortgage or charge by a Limited Liability Partnership (LLP)

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Company name								
Address								
Post town								
County/Region								
Postcode		$\neg \Gamma$						
Country							-	
DX								
Telephone								
✓ Check	dist							
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We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

	The LLP	name and	number	match	the	ınfo	rma	ition
	held on	the public	Registei	r				
l		•					_	

- You have completed the charge details in Section 2
 You have the completed the name and address of the chargee, or trustee for the debenture holders
- You have completed the short particulars of the property mortgaged or charged
- You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form

Important information

Please note that all information on this form will appear on the public record

✓ Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For LLPs registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs registered in Scotland

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)

For LLPs registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

This is Paper Apart 1 applicable to the foregoing Form LL MG02 relative to a Charge over Account between Scion Films Sale & Leaseback Sixth LLP and The Governor and Company of the Bank of Scotland dated 5 April 2005.

In this form LL MG02 the following terms shall have the following meanings

Borrowers mean those persons listed in Schedule 1 to the Charge each of whom have entered into loan agreements pursuant to which the Bank has made available a Loan to each Borrower,

Charged Assets means all or any part of the assets of the LLP which are specified in Clause 3 1 of the Charge (as set out at Paragraph 1 on the continuing page) or otherwise subject to any Security in favour of the Bank pursuant to the Charge,

Dedicated Account means the account of the LLP with the Bank's Branch at West End, London (Sort Code 12-11-03) numbered 06123527 or such other account as may for the time being be specified by the Bank by notice in writing to the LLP as the account into which the Charged Assets described in Clause 3 1 of the Charge or the proceeds thereof as the case may be are required to be paid,

Loans means the loans made available to the Borrowers by the Bank as show in Schedule 1 to the Charge and "Loan" means any one of them,

Secured Liabilities means all present and future obligations and liabilities of the Borrowers or any of them to the Bank in respect of any of the Loans (including interest and break costs relating thereto) all costs, charges and expenses incurred by the Bank in the protection, preservation and enforcement of tis rights in relation to the Charge and thereto, and

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

This is Paper Apart 2 applicable to the foregoing Form LL MG02 relative to a Charge over Account between Scion Films Sale & Leaseback Sixth LLP and The Governor and Company of the Bank of Scotland dated 5 April 2005.

- 1 The LLP, with full title guarantee, as security for the payment, discharge and performance of all Secured Liabilities charges to the Bank 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, together with
 - (b) the right to demand the same, and
 - (c) the debts 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
 - (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 1 The LLP, with full title guarantee and as security for the payment of all the Secured Liabilities, charges in favour of the Bank by way of first floating charge its whole undertaking and all its assets, both present and future (including assets expressed to be charged and assigned by Clause 3 (Fixed Security) of the Charge (as set out at paragraph 1 above)
- 2 2 The floating charge created by the LLP ranks
 - a) behind all the fixed charges created by the LLP, but
 - (b) in priority to any other Security over the Charged Assets except for Security ranking in priority
- 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as amended by Schedule 16 of the Enterprise Act 2002) shall apply to the floating charge created pursuant to the Charge
- 4 The LLP 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