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615696/195

LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

LLP Number OC308040

For official use

6111

Full Name of Limited Liability Partnership

Innvotec 3 Limited Liability Partnership, whose registered office is at
Cedar House, 78 Portsmouth Road, Cobham, Surrey KT11 1PP (the
Assignor)

Date of creation
of the charge

29 June 2006

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

Deed of assignment between the Assignor and the Assignee in respect of
the film "Save Angel Hope" dated 29 June 2006 (the **Assignment**)

Amount secured by the
mortgage or charge

79

The actual, contingent, present and/or future obligations and liabilities of
the Borrower to the Assignee under or pursuant to the Loan Agreements
and the actual, contingent, present and/or future obligations and liabilities
of the Assignor to the Assignee arising under or pursuant to the
Assignment (the **Secured Sums**).

Please return
via

CH London Counter

Signed

Denton Wilde Sapte

Date

11/07/2006

On behalf of ~~XXXXXX/chargee~~ (delete as appropriate)

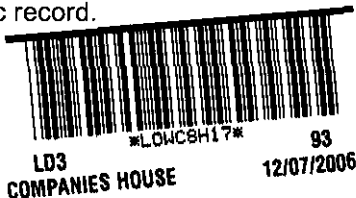
Assignee

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

Denton Wilde Sapte
One Fleet Place, London EC4M 7WS, DX:242
MD/SD/47978.00008
Tel 020 7242 1212
E-mail sarah.dyke@dentonwildesapte.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

COPEX International Finance and Trading Limited, whose registered office is at
Roselawn House, University Business Complex, Plassey Park Road, Castletroy, Limerick,
Republic of Ireland and its successors in title, assignees and transferees (the **Assignee**)

Short particulars of all the
property mortgaged
or charged

Assignment

The Assignor assigned and agreed to assign with full title guarantee absolutely by way of security to the Assignee as a continuing security for the payment, performance and discharge on demand of the Secured Sums, all the Assignor's right, title, benefit and interest in and to the Assigned Contracts including, without limitation, all sums payable thereunder.

Negative Pledge

The Assignor covenanted that, without the prior written consent of the Assignee, it shall not nor shall it agree or purport to:

(a) create or permit to subsist any Encumbrance whether in any such case ranking in priority to or pari passu with or after the Assignment or any other security created by the Assignment save to the extent permitted or required under the Loan Agreements; or

(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the ordinary course of business, any part of its undertaking or assets save as permitted under the Loan Agreements.

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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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

OC308040

Full Name of Limited Liability Partnership

Innvotec 3 Limited Liability Partnership

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

Definitions

Assigned Contracts means (a) the Lease Agreement; and (b) the Guarantee.

Borrowers means those members for the time being of the Assignor each of whom have entered into a Loan Agreement with the Assignee.

Encumbrance shall have the same meaning as attributed to it under the Loan Agreements.

Guarantee means the guarantee dated on or about the date of the Assignment between the Guarantor and the Assignor.

Guarantor means JP Capital Inc.

Lease Agreement means the lease agreement dated 5 April 2005 between the Assignor and the Lessee in respect of the film "Save Angel Hope" as amended by a lease amendment agreement dated on or about the date of the Assignment between the Assignor and the Lessee.

Lessee means IMS 6 Limited Liability Partnership.

Loan Agreements means the various loan agreements made between the Assignee and the Borrowers, whereby the Assignee has agreed to make available various loan facilities to the Borrowers in relation to their investment in the Assignor.

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

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Short particulars of all the property mortgaged or charged (continued)

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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. OC308040

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 29th JUNE 2006 AND CREATED BY INNVOTEC 3 LIMITED LIABILITY PARTNERSHIP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER AND THE LIMITED LIABILITY PARTNERSHIP TO COPEX INTERNATIONAL FINANCE AND TRADING LIMITED 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 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 12th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JULY 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

D
Jan