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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.

For official use

[311]

LLP Number

OC308040

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
Chargor)

Date of creation
of the charge

29 June 2006

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

Charge over cash deposit and assets between the Chargor, the Chargee
and Investec Bank (Mauritius) Limited (the **Bank**) in respect of the film
"Forest of the Gods" dated 29 June 2006 (the **Charge**)

Amount secured by the
mortgage or charge

The full amount of all moneys, liabilities and other obligations in any
currency or currencies now or after the date of the Charge due, owing,
incurred or payable, or expressed or intended to be due, owing, incurred
or payable, to the Chargee by the Borrowers under the Loan Agreements
and to the Chargee by the Chargor under the Charge, whether those
liabilities or obligations are actual or contingent, present or future, joint or
several, whether incurred as principal debtor or as surety, whether or not
subject to the giving of any notice, and in any style, name or form
including, without limitation, all interest (after as well as before judgment)
(the **Secured Sums**).

Please return
via

CH London Counter

Signed

Denton Wilde Sapte

Date

11/07/2006

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

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 Chargee)
Short particulars of all the property mortgaged or charged	<p>Charge</p> <p>Fixed Charge In consideration for the Chargee agreeing to enter into the Loan Agreements with the Borrowers and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the Charge), the Chargor, as legal and beneficial owner, charges and agrees to charge the Deposit, and all its right, title and interest in the Deposit and the debts represented by the Deposit, to the Chargee with full title guarantee by way of first fixed charge as security for the payment and discharge of the Secured Sums.</p> <p>Floating Charge In consideration for the Chargee agreeing to enter into the Loan Agreements with the Borrowers and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the Charge), the Chargor charged and agreed to charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, in respect of the Lease Agreement other than any property or assets from time to time or for the time being effectively charged to the Chargee by way of fixed charge by the clause above (Fixed Charge), to the Chargee with full title guarantee by way of floating charge as security for the payment and discharge of the Secured Sums.</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 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
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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)

Negative pledge

The Charged Property shall not be capable of assignment or transfer by the Chargor, and the Chargor may not assign, purport to assign or otherwise deal with the whole or any part of the Charged Property or any such benefit, interest or right, nor may it create or purport to create or permit to come into being any Encumbrance over or in relation to the Charged Property or any such benefit, interest or right except under the terms of the Charge.

Definitions

Account means account number 172708501 code 0173 of the Chargor with the Bank (as that account may from time to time be re-designated or re-numbered), and unless the context does not permit, references to the account include a several reference to the Deposit.

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

Charged Property means the property, assets and income of the Chargor charged to the Chargee (whether by way of fixed or floating charge) by the Charge and each and every part thereof.

Deposit means all or any of the amounts now or from time to time after the date of the Charge deposited by or on behalf of the Chargor to the credit of the Account, and all other amounts which at any such time may be standing to the credit of the Account, together with any interest accrued or accruing from time to time on any of those amounts and all the other rights and claims of the Chargor in respect of any of those amounts and the Account.

Encumbrance means any mortgage, charge, pledge, hypothecation, lien, assignment, option, right of set-off, right to acquire, right of pre-emption, security interest, trust arrangement and any other equity or preferential right or any agreement or arrangement to create any of them.

Film means the series entitled "Forest of the Gods".

Lease Agreement means the lease agreement dated 5 April 2005 between the Chargor, as lessor, and the Lessee in respect of the Film as amended by a lease amendment agreement dated on or about the date of the Charge between the Chargor, the Lessee and the Chargee.

Lessee means IMS 6 Limited Liability Partnership.

Loan Agreements means the loan agreements entered into between the Chargee as lender and the Borrowers whereby the Chargee has agreed to grant various loan facilities to the Borrowers in relation to their investment in the Chargor.

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

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

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Particulars as to commission allowance or discount

FILE COPY



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 CHARGE OVER CASH DEPOSIT AND ASSETS DATED THE 29th JUNE 2006 AND CREATED BY INNVOTEC 3 LIMITED LIABILITY PARTNERSHIP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWERS 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 —

P
Jan