

# M

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# LLP395

CHFP025

Please complete  
in typescript, or  
in bold black  
capitals

## 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

OC327396

For official use

8111

Full Name of Limited  
Liability Partnership

The Invicta Film Partnership No 43, LLP (the Partnership)

Date of creation  
of the charge

14 February 2008

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

A deed of assignment dated 14 February 2008 between the Partnership  
and the Bank (the **Deed of Assignment**)

Amount secured by the  
mortgage or charge

All present and future obligations and liabilities of the Borrowers and the  
Partnership or any of them to the Bank pursuant to the Finance  
Documents (the **Secured Liabilities**)

Note Capitalised terms not defined on this page are defined in the  
LLP395 Continuation Sheet attached

Please return  
via  
CH London Counter

Signed

Denton Wilde Sapte LLP

Date 22 February 2008

On behalf of ~~XXXXXXXXXX~~ [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 LLP  
One Fleet Place, London, EC4M 7WS, DX 242  
LONDON/CHANCERY LANE

SD/GRB/75003 00116 Tel 020 7242 1212  
E-mail geraint bevan@dentonwilde sapte 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



LD2

\*LR6UHXF5\*

22/02/2008

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COMPANIES HOUSE

FRIDAY

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Names and addresses of the mortgagees or persons entitled to the charge	Bank of Scotland plc, New Ueberior House, 11 Earl Grey Street, Edinburgh, EH3 9BN (the <b>Bank</b> )
Short particulars of all the property mortgaged or charged	See the LLP395 Continuation Sheet attached
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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Full Name of Limited  
Liability Partnership

The Invicta Film Partnership No 43, LLP (the  
Partnership)

Addendum 1/5

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

Addendum 2/5

2 Amount secured by the mortgage or charge (continued)

Addendum 3/5

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

Addendum 4/5

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

**1 Granting of security**

**1 1 Fixed Security**

Under clause 5 1 of the Deed of Assignment (*Fixed Security*), the Partnership, with full title guarantee, as security for the payment, discharge and performance of all Secured Liabilities charged 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) owing on 14 February 2008 and thereafter 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

**1 2 Assignment**

Under clause 5 2 of the Deed of Assignment (*Assignment*), the Partnership, with full title guarantee, as security for the payment, discharge and performance of all Secured Liabilities assigned to the Bank by way of first ranking absolute assignment (subject to the proviso in clause 5 4 of the Deed of Assignment (*Proviso for reassignment*)) all its right, title and interest, present on 14 February 2008 and future, in and to and the benefit of

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Full Name of Limited  
Liability PartnershipThe Invicta Film Partnership No 43, LLP (the  
Partnership)

- (a) the Lease Agreement (including without limitation the right to receive the Minimum Revenue Entitlement),
- (b) the Guarantee (including without limitation the right to receive the Guaranteed Sums),
- (c) any and all substitute bank guarantees, letters of credit, deposits or other security which may at any time be provided to it as contemplated by the Guarantee,
- (d) the Call Option, and
- (e) in respect of each of (a) to (d) above, the right to make a demand thereunder, all discretions thereunder, the debts represented thereby, any proceeds thereof and all causes of action (including for breach of representation or warranty) which it has or may have in relation thereto,

excluding the Excluded Collateral

Pursuant to clause 8.5 of the Deed of Assignment the Partnership undertook not to create or permit to subsist any other Security over all or any part of the Collateral, whether fixed or floating, and whether ranking ahead or behind of or pari passu with the Deed of Assignment

## 2 Definitions

In this form 395

**Borrowers** means the persons listed in Schedule 1 to the Deed of Assignment

**Call Option** means the call option agreement to acquire the Delivery Material and the Rights in respect of the Film dated 19 September 2007 entered into between the Partnership and the Lessee

**Call Option Price** shall have the meaning given to it in the Call Option

**Collateral** means all or any part of the assets of the Partnership which are specified in clauses 5.1 and 5.2 of the Deed of Assignment or otherwise subject to any Security in favour of the Bank pursuant to the Deed of Assignment and for avoidance of doubt excluding the Excluded Collateral

**Dedicated Account** means the account of the Partnership with the Bank's Branch at West End, London Sort Code 12-11-03 numbered 06195459 or such other account as may for the time being be specified by the Bank by notice in writing to the Partnership as the account into which the Collateral described in clause 5 of the Deed of Assignment or the proceeds thereof as the case may be are required to be paid

**Delivery Material** has the meaning given to it in the Lease Agreement

**Excluded Collateral** means the Delivery Material and the Rights and any representations, conditions and warranties in respect of the Delivery Material and the Rights

**Film** means the film identified in schedule 2 of the Deed of Assignment as "Fred Claus"

**Finance Document** shall have the meaning given to it in the Loan Agreements

**Guarantee** means any guarantee or letter of credit or similar security issued or to be issued in favour of the Partnership in connection with the Minimum Revenue Entitlement or the Call Option Price, including the letter of credit issued by the Bank on or about the date of the Deed of Assignment at the request of the Lessee in favour of the Partnership in connection with inter alia the Minimum Revenue Entitlement and the Call Option Price

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Full Name of Limited Liability Partnership

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**Guaranteed Sums** means all amounts payable from time to time to the Partnership pursuant to the Guarantee

**Lease Agreement** means the lease agreement relating to the Film, details of which are set out in schedule 2 to the Deed of Assignment

**Lessee** means FCBC Leasing, LLC a limited liability company incorporated in Delaware with its principal place of business situated at 4000 Warner Boulevard, Burbank, California, USA

**Loan Agreements** means the loan agreements pursuant to which, amongst other things, the Bank has agreed or, as the context may require, may agree to make a loan available to each of the Borrowers (and **Loan Agreement** shall mean any one of them)

**Minimum Revenue Entitlement** means with respect to the Lease Agreement, those sums, and the right to receive those sums, defined in the Lease Agreement as **Rental** and the Termination Sum and expressed to be payable under the Lease Agreement (other than, for the avoidance of doubt, sums paid in respect of VAT)

**Rights** has the meaning given to it in the Lease Agreement

**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 or arrangement in any jurisdiction having similar effect

**Termination Sum** means the Termination Sum expressed to be payable under the Lease Agreement

#### Addendum 5/5

5 Particulars as to commission allowance or discount (continued) (note 3)



## **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. OC327396  
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED  
THE 14 FEBRUARY 2008 AND CREATED BY THE INVICTA FILM  
PARTNERSHIP NO.43, LLP FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY AND THE  
BORROWERS OR ANY OF THEM TO BANK OF SCOTLAND 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 AS APPLIED TO  
LIMITED LIABILITY PARTNERSHIPS PURSUANT TO  
PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY  
PARTNERSHIPS REGULATIONS 2000 ON THE 22 FEBRUARY  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 MARCH 2008

L/C  
J.S.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES