

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



729278/13

A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register
particulars of a mortgage or charge
created by an LLP in England and
Wales or Northern Ireland

What this form is NOT for
You cannot use this form to regi-
particulars of a mortgage or cha-
for a Scottish LLP
To do this, please use form
LL MG01s

WEDNESDAY



ALCH3WK7
A06 10/08/2011 15
COMPANIES HOUSE

1	LLP details	For official use
LLP number	0 C 3 0 7 6 5 6	5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> → Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
LLP name in full	FUTURE SCREEN PARTNERS 2005 NO.3 LLP	
2	Date of creation of charge	
Date of creation	d 2 d 9 m 0 m 7 y 2 y 0 y 1 y 1	
3	Description	
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	Deed of Charge (the " Deed ") dated 29 July 2011 between Future Screen Partners 2005 No 3 LLP (the " Chargor ") and Constantin Film Produktion GmbH (the " Chargee ") relating to a film provisionally entitled "Wickie and the Treasure of the Gods" (the " Film ")	
4	Amount secured	
Please give us details of the amount secured by the mortgage or charge.		Continuation page Please use a continuation page if you need to enter more details
Amount secured	The Chargor has covenanted under the Deed to perform and discharge when due all of its obligations under clause 17 of the Operating Lease Agreement (the " Secured Obligation ") [Any capitalised terms not otherwise defined herein shall have the meaning specified in the schedule to this form LL MG01]	

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5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more detailsName
CONSTANTIN FILM PRODUKTION GmbHAddress
Feilitzschstrasse 6, 80802 Munich, GermanyPostcode
8 0 8 0 2

Name

Address

Postcode

6 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

1 **The Chargor's Covenant**

The Chargor has covenanted under the Deed to perform and discharge when due all of its obligations under clause 17 of the Operating Lease Agreement

2 **Charge**

2 1 The Chargor, by way of continuing security for the performance of the Secured Obligations, has charged under the Deed with full title guarantee by way of first fixed charge in favour of the Chargee, the Chargor's right, title and interest (if any) both present and future, vested and contingent, statutory and otherwise, in and to the Delivery Material

2 2 The Chargor, by way of continuing security for the full and timely performance of the Secured Obligations, has charged under the Deed with full title guarantee in favour of the Chargee by way of floating charge all those rights, properties and the assets comprising the Collateral whatsoever and wheresoever situated both present and future, to the extent not effectively charged by way of fixed charge under or pursuant to paragraph 2 1 above (Clause 3 1 of the Deed) and the Chargor has agreed not to part with, sell or dispose of the whole or part of said assets

2 3 The Chargee shall be entitled by notice in writing to the Chargor to convert the floating charge referred to in paragraph 2 2 above (Clause 3 2 of the Deed) into a specific charge as regards any assets specified in the notice, and in any event the said floating charge shall automatically be converted into a fixed charge as regards all the assets subject to the said floating charge without notice from the Chargee to the Chargor upon the happening of an Enforcement Event Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge created pursuant to the Deed

[CONTINUED ON CONTINUATION SHEET]

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 4 The Chargor has undertaken to hold upon trust by way of security for the Chargee absolutely, the entire interest and benefit of the Chargor (if any) in and to all that Collateral or any part thereof which cannot be charged by the Chargor together with, without limitation, all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral

2 5 Paragraph 2 3 above (Clause 3 3 of the Deed) shall not apply by reason only of a moratorium being obtained or anything being done with a view to a moratorium being obtained under Section 1A of the Insolvency Act 1986 (as amended)

Negative Pledge

2 6 The Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any Encumbrance upon the whole or any part of the Collateral

2 7 The security interests in favour of the Chargee created in the Deed shall rank in priority to any other Encumbrances (whether they be fixed, floating or otherwise) created in respect of the Collateral

SCHEDULE OF DEFINITIONS

Collateral means the property, assets and interests (whether present or future) charged under the Deed or each or any of them or part thereof under the Deed in favour of the Chargee and all other property and assets which at any time are or are required to be charged in favour of the Chargee under the Deed,

Delivery Material means the physical material upon which the master version of the Film is recorded including the materials referred to in schedule 2 of the Operating Lease Agreement,

Encumbrance means any mortgage, charge, pledge, hypothecation, lien (other than a lien arising solely by operation of law in the normal course of business, the aggregate amount of which is not material), assignment, option, right of set off, security interest, trust arrangement and any other preferential right or agreement to confer security and any transaction which, in legal terms, is not a secured borrowing but which has an economic or financial effect similar to that of a secured borrowing,

Enforcement Event means the breach by the Chargor of the Secured Obligations, and

Operating Lease Agreement means the operating lease agreement dated 7 January 2011 between the Chargor (as lessor) and the Chargee (as lessee)

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge. If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK. The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where property situated in another part of UK

9 Signature

Please sign the form here

Signature

Signature

X Wiggins LLP X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Beth Davitt**

Company name **Wiggin LLP**

Address **95 The Promenade**

Post town **Cheltenham**

County/Region **Gloucestershire**

Postcode

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Country **U K**

DX

Telephone **01242 224114**



Certificate

We will send your certificate to the presenter's address if given above or to the LLPs Registered Office if you have left the presenter's information blank.



Checklist

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 information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC307656
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 29 JULY
2011 AND CREATED BY FUTURE SCREEN PARTNERS 2005 NO.3
LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE LIMITED LIABILITY PARTNERSHIP TO
CONSTANTIN FILM PRODUKTION GMBH UNDER THE TERMS
OF THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 AS APPLIED
TO THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF
COMPANIES ACT 2006) REGULATIONS 2009 ON THE 10
AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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