

729133/143

In accordance with  
Section 860 of the  
Companies Act 2006 as  
applied by The Limited  
Liability Partnerships  
(Application of Companies  
Act 2006) Regulations 2009

**LL MG01**

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



**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

SATURDAY



A13 \*AJ5HRR0X\* 255  
22/01/2011  
COMPANIES HOUSE

<b>1</b>	<b>LLP details</b>	For official use
LLP number	O C 3 0 7 6 5 6	<input checked="" type="checkbox"/> <b>Filing in this form</b> 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	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	<sup>d</sup> 0 <sup>d</sup> 7 <sup>m</sup> 0 <sup>m</sup> 1 <sup>y</sup> 2 <sup>y</sup> 0 <sup>y</sup> 1 <sup>y</sup> 1	
<b>3</b>	<b>Description</b>	
Description	<p>Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'</p> <p>Deed of Charge (the "<b>Deed</b>") dated 7 January 2011 between Future Screen Partners 2005 No 3 LLP (the "<b>Chargor</b>") and Constantin Film Produktion GmbH (the "<b>Chargee</b>") relating to the film entitled "Wir sind die Nacht" aka "We Are The Night" (English title) (the "<b>Film</b>")</p>	
<b>4</b>	<b>Amount secured</b>	Continuation page Please use a continuation page if you need to enter more details
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>The performance and discharge when due all of the Chargor's obligations under clause 17 of the Operating Lease Agreement (the "<b>Secured Obligations</b>")</p> <p>Capitalised terms not otherwise defined herein shall have the meanings specified in the "Schedule of Definitions" section of this form LL MG01</p> <p style="text-align: center;"><b>RESCAN</b></p>	

# 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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Constantin Film Produktion GmbH	
Address	Feilitzschstrasse 6	
	80802 Munich, Germany	
Postcode	<input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
Postcode	<input type="text"/>	

## 6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1 1 The Chargor, by way of continuing security for the performance of the Secured Obligations, has charged 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</p> <p>1.2 The Chargor, by way of continuing security for the full and timely performance of the Secured Obligations, has charged 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 1 1 above (clause 3 1 of the Deed) and the Chargor agrees not to part with, sell or dispose of the whole or part of said assets</p> <p>1 3 The Chargee shall be entitled by notice in writing to the Chargor to convert the floating charge referred to in paragraph 1 2 (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. 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</p> <p>(CONTINUED ON A CONTINUATION SHEET)</p>	

## LL MG01 - continuation page

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

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.4 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

1.5 Paragraph 1.3 (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

1.6 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.

1.7 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

"**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,

"**Collateral**" means the property, assets and interests (whether present or future) charged 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;

"**Enforcement**" means the breach by the Chargor of the Secured Obligations,

"**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,

(CONTINUED ON AN ADDITIONAL CONTINUATION SHEET)

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

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**"Operating Lease Agreement"** means an operating lease agreement dated on or about 7 January 2011 between the Chargor (as lessor) and the Chargee (as lessee) relating to, among other things, the lease of the Delivery Material to the Chargee.

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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 *Wiggin Ltd* X

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

# LL MG01

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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 Holly Gilliam

Company name Wiggan LLP

Address 95 The Promenade

Post town Cheltenham

County/Region Gloucestershire

Postcode 

G	L	5	0	1	W	G
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Country England

DX 7427 Cheltenham

Telephone 01242 631 270

## 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 7  
JANUARY 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 CONSTANTINE 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 22 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY  
2011

*J+*

THIS CERTIFICATE HAS BEEN  
AMENDED BY AN AMENDING  
CERTIFICATE DATED 28/1/11



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**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. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 7  
JANUARY 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  
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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 22 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JANUARY  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES