

MG01

Particulars of a mortgage or charge



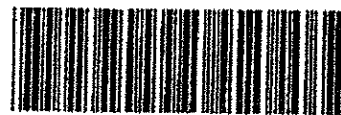
A fee is payable with this form.

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
in England and Wales or Northern
Ireland

✗ **What this form is NOT**
You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



A10 22/03/2012 #262
COMPANIES HOUSE

1 Company details		50	For official use
Company number	0 5 1 8 3 7 2 7	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Ingenious Film Partners Limited		

2 Date of creation of charge	
Date of creation	d0 d9 m0 m3 y2 y0 y1 y2

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 Security Assignment and Charge (the "Deed") dated 9 March 2012 between Ingenious Film Partners Limited (the "Chargor") and Twentieth Century Fox Film Corporation (the "Chargee") relating to a film provisionally entitled "The Secret Life of Walter Mitty" (the "Film").

4 Amount secured	
Please give us details of the amount secured by the mortgage or charge	
Amount secured	The Chargor's performance and discharge when due of all its obligations under the Loan Agreement and under the Deed and the repayment of the Debt when due to the Chargee in accordance with the terms and provisions of the Loan Agreement and the Deed (the "Secured Obligation"). Any capitalised terms not otherwise defined herein shall have the meaning specified in the Schedule to this MG01 form
Continuation page Please use a continuation page if you need to enter more details	

RE-SCAN

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

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 details

Name

Twentieth Century Fox Film Corporation

Address

P.O. Box 900, Beverly Hills, California 90213-0900, USA

Postcode

--	--	--	--	--	--	--	--

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

In consideration of the Chargee making or continuing to make available the Loan or any other accommodation (whether financial or otherwise) to the Chargor under the Loan Agreement, the Chargor has covenanted to perform and discharge when due all its obligations under the Loan Agreement and the Deed and to repay the Debt when due to the Chargee in accordance with the terms and provisions of the Loan Agreement and the Deed

2 Security Assignment

The Chargor, by way of continuing security for the performance of the Secured Obligation, has assigned to the Chargee with full title guarantee subject to the proviso for re-assignment in Clause 10 of the Deed, all of its right, title and interest (if any) both present and future, vested and contingent, statutory and otherwise, in and to the following in relation to the Film:

2.1 the benefit of the Members' Agreement and the Payment Deed (solely in so far as it relates to the Chargor's entitlement to the Borrower's Distributable Receipts as set out in the Payment Deed);

2.2 all the Chargor's rights, interests and benefits in and to the Relevant Agreements (to which the Chargor is a party) and all other agreements entered into or to be entered into by the Chargor relating to the Film and the benefit of all income or moneys payable to the Chargor or to which the Chargor is entitled in respect thereof (solely to the extent that the same represent Borrower's Distributable Receipts);

2.3 all income and proceeds derived from any and all of the foregoing

(continued on a continuation sheet)

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 Charge

3.1 The Chargor, by way of continuing security for the performance of the Secured Obligation, 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 those items referred to in clause 3 of the Deed (paragraph 2 of this form MG01) (insofar as such items are not effectively assigned pursuant to clause 3 of the Deed (paragraph 2 of this form MG01))

3.2 The Chargor, by way of continuing security for the full and timely performance of the Secured Obligation, 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 assigned pursuant to clause 3 of the Deed (paragraph 2 of this form MG01) or charged by way of fixed charge under or pursuant to clause 4.1 of the Deed (clause 3.1 of this form MG01) and the Chargor has agreed not to part with, sell or dispose of the whole or part of said assets (except by way of sale on an arms length basis in the ordinary course of its business and for the purposes of carrying on the same and without prejudice to the above-mentioned first fixed charge and other than to the Chargee).

3.3 The Chargee shall be entitled by notice in writing to the Chargor to convert the floating charge referred to in clause 4.2 of the Deed (paragraph 3.2 of this form MG01) 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 any Event of Default. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Deed

3.4 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 or assigned 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.

3.5 Clause 4.3 of the Deed (paragraph 3.3 of this form MG01) 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)

3.6 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. Without prejudice to the foregoing the Chargor further covenants with the Chargee that the Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any Encumbrance upon its right, title and interests in and to the Members' Agreement to the extent that it relates to receipts which constitute Borrower's Distributable Receipts in relation to the Film

3.7 The security interests in favour of the Chargee created in the Deed shall rank in priority to

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>any other Encumbrances (whether they be fixed, floating or otherwise) created in respect of the Collateral</p> <p>3.8 The Chargor shall when required by and at the expense of the Chargee (whether before or after this Deed shall have become enforceable) execute and do all such mortgages, charges, transfers, assignments, assurances, documents, acts and things in such form and otherwise as the Chargee may reasonably require for perfecting the security intended to be hereby constituted, for further charging the Collateral in order to secure further the Secured Obligation, for converting any floating charge forming part of this Deed into a fixed charge, for protecting the Chargee's interest in the Collateral or for effecting or facilitating the exercise by the Chargee of its powers, authorities and discretions under the Deed or by statute conferred on them or any Receiver and shall from time to time when so required by the Chargee produce to or deposit with the Chargee during the continuance of this Deed all deeds and documents of title (to the extent that the Chargor is in actual or constructive possession or control of the same) relating to the Collateral or any of them</p> <p>3.9 In the Deed the covenants implied by Sections 2(1) and 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the assignment thereby created</p> <p>SCHEDULE OF DEFINITIONS</p> <p>"Borrower's Distributable Receipts" shall have the meaning given to it in the Loan Agreement,</p> <p>"Collateral" means the property, assets and interests (whether present or future) charged or assigned 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,</p> <p>"Debt" means the Loan together with interest thereon and all other sums from time to time due and payable to Chargee under the Loan Agreement and the Deed</p> <p>"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;</p> <p>"Event of Default" shall bear the meaning ascribed to it in the Loan Agreement,</p> <p>"Loan" means the Facility (as defined in the Loan Agreement) and, in addition, such other amounts as may be payable under the terms of the Loan Agreement (such principal sum and any and all other amounts paid by the Chargee to the Chargor under the Loan Agreement,</p> <p>"Loan Agreement" means the the loan agreement dated on or about the date of the Deed between the Chargor and the Chargee;</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Members' Agreement" the agreement entered into between the Chargor, Ingenious Media Investments Limited (previously called Ingenious Films Limited) and Ingenious Film Partner LLP,

"Payment Deed" shall bear the meaning ascribed to it in the Loan Agreement;

"Receiver" means any receiver or manager or administrative receiver, and

"Relevant Agreements" means the Deed and those agreements listed in Schedule I attached to the Deed and the Payment Deed.

MG01**Particulars of a mortgage or charge****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 (section 860). 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 (section 870).

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 (section 866). 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 section 867(2) applies (property situated in another part of UK).

9**Signature**

Please sign the form here

Signature

Signature

X *Virgin Ltd* X

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

MG01**Particulars of a mortgage or charge****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 **Orlando Wells**

Company name **Wiggin LLP**

Address **95 Promenade**

Post town **Cheltenham**

County/Region

Postcode **G L 5 0 1 W G**

Country

DX

Telephone **01242 631263**

**Certificate**

We will send your certificate to the presenter's address if given above or to the Company's 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 company 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(s) 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 each 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 companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies 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 companies 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

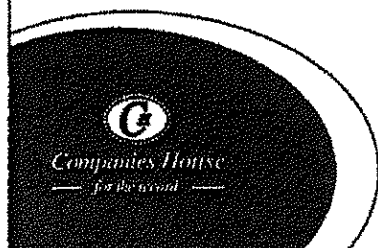
**COMPANY NO. 5183727
CHARGE NO. 50**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 9 MARCH 2012 AND CREATED BY
INGENIOUS FILM PARTNERS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
TWENTIETH CENTRY FOX FILM CORPORATION ON ANY
ACCOUNT WHATSOEVER 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 ON THE 22 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 MARCH 2012

**THIS CERTIFICATE HAS
BEEN
AMENDED BY AN
AMENDING
CERTIFICATE DATED**

13 APRIL 2012





FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5183727
CHARGE NO. 50**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 9 MARCH 2012 AND CREATED BY
INGENIOUS FILM PARTNERS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
TWENTIETH CENTURY FOX FILM CORPORATION ON ANY
ACCOUNT WHATSOEVER 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 ON THE 22 MARCH 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2012



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**