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legibly, preferably
in black type, or
bold block lettering* insert full name
of Company

COMPANIES FORM No. 395

727543 / 416

Particulars of a mortgage or charge**395****A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



05494946

Name of company

• Ingenious Film Partners 2 Limited ("Chargor")

Date of creation of the charge

11 December 2007

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

Deed of Security Assignment and Charge ("Deed")

Amount secured by the mortgage or charge

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 under 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 ("Secured Obligation")

(NB Capitalised terms not defined above have the meaning assigned to them in Schedule 1 attached to this Form 395)

Names and addresses of the mortgagees or persons entitled to the charge

Twentieth Century Fox Film Corporation ("Chargee")

P O Box 900, Beverly Hills, California

90213-0900, USA

Postcode

Presenter's name address and
reference (if any)Wiggin LLP
95 The Promenade
Cheltenham GL50 1WG
Ref DSAG/TCFFC/IFPLTDFor official Use (02/06)
Mortgage Section

Post room

Time critical reference

THURSDAY



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20/12/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 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 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

1 1

the benefit of the Members' Agreement, the Operator's 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),

1 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),

1 3

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

(Continued on Continuation Sheet 1)

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in black type, or
bold block lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed Mign LLP

Date 12/12/07

On behalf of mortgagee/chargee

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Notes

+delete as
appropriate

- 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 No 398 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 company 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 prescribed continuation sheet.
- 5 A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and postal orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

COMPANIES FORM No. 395 (Cont.)

Particulars of a mortgage or charge
(continued)

Continuation Sheet 1

to Form No 395

Page 1

Name of Company: Ingenious Film Partners 2 Limited

Company Number: 05494946

2 Charge

- 2 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 Paragraph 1 above (insofar as such items are not effectively assigned pursuant to Paragraph 1 above)
- 2 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 Paragraph 1 above or charged by way of fixed charge under or pursuant to Paragraph 2 1 above 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)
- 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 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 the floating charge created pursuant to the Deed
- 2 4 1 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 has further covenanted 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 and/or the Operator's Agreement to the extent that they relate to receipts which constitute Borrower's Distributable Receipts in relation to the Film

Name of Company: Ingenious Film Partners 2 Limited

Company Number: 05494946

Schedule 1

Definitions and Interpretation

- 1.1 In this Form 395, the following words and expressions shall, unless the context otherwise requires, have the following meanings respectively

"Borrower's Distributable Receipts"	shall have the meaning given to it in the Loan Agreement,
"Collateral"	the property, assets and interests (whether present or future) hereby 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,
"Debt"	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,
"Encumbrance"	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,
"Event of Default"	shall bear the meaning ascribed to it in the Loan Agreement,
"Film"	the feature film provisionally entitled "The Day the Earth Stood Still",
"IFP Facility"	shall have the meaning given to it in the Loan Agreement,
"IMIL"	Ingenious Media Investments Limited (previously called Ingenious Films Limited),
"Loan"	the IFP Facility and such other amounts as may be payable under the terms of the Loan Agreement and any and all other amounts paid by the Chargee to the Chargor under the Loan Agreement,
"Loan Agreement"	a loan agreement dated on or about the date hereof between the Chargor, Ingenious Film Partners Limited and Chargee,

Name of Company: Ingenious Film Partners 2 Limited

Company Number 05494946

"Members' Agreement"	the agreement entered into between the Chargor, IMIL and the Partnership,
"Operator's Agreement"	the agreement entered into between IMIL and the Chargor relating to the operation of the Chargor,
"Partnership"	Ingenious Film Partners 2 LLP,
"Payment Deed"	shall bear the meaning ascribed to it in the Loan Agreement,
"Receipts"	shall have the meaning given to it in the Loan Agreement,
"Relevant Agreements"	the Deed and those agreements listed in Schedule I attached to the Deed and the Payment Deed,

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 05494946

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT AND CHARGE DATED THE 11th DECEMBER 2007 AND CREATED BY INGENIOUS FILM PARTNERS 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO TWENTIETH CENTURY FOX FILM CORPORATION 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 ON THE 20th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th DECEMBER 2007

P. Coll



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES