



Registration of a Charge

Company name: **INGENIOUS FILM PARTNERS 2 LIMITED**

Company number: **05494946**

Received for Electronic Filing: **08/10/2013**



X2IL94YR

Details of Charge

Date of creation: **27/09/2013**

Charge code: **0549 4946 0075**

Persons entitled: **TWENTIETH CENTURY FOX FILM CORPORATION**

Brief description: **THERE IS NO REGISTERED INTELLECTUAL PROPERTY SUBJECT TO A FIXED CHARGE. FOR FURTHER INFORMATION PLEASE SEE THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Notification of addition to or amendment of charge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

WIGGIN LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5494946

Charge code: 0549 4946 0075

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2013 and created by INGENIOUS FILM PARTNERS 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th October 2013 .

Given at Companies House, Cardiff on 8th October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**Deed of Security Assignment
and Charge**
**"MISS PEREGRINE'S HOME
FOR PECULIAR CHILDREN"**

Dated

27 September 2013

INGENIOUS FILM PARTNERS 2 LIMITED (1)
TWENTIETH CENTURY FOX FILM CORPORATION (2)

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DATE

27 September 2013

PARTIES

- (1) **INGENIOUS FILM PARTNERS 2 LIMITED** (Company Number 05494946), a company registered in England and Wales whose registered office is at 15 Golden Square, London, W1F 9JG (the "**Chargor**") which expression shall be deemed to include its successors in title and permitted assigns);
- (2) **TWENTIETH CENTURY FOX FILM CORPORATION**, [REDACTED] (the "**Chargee**") which expression shall be deemed to include its successors in title and permitted assigns.

RECITALS

- (A) By a loan agreement dated on or about the date hereof between the Chargor (in its capacity as a member of the Partnership) and the Chargee (the "**Loan Agreement**") the Chargee has agreed to advance to the Chargor 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 being referred to herein as the "**Loan**") for the Chargor to pay the same by way of a capital contribution to the Partnership for the production and completion by the Partnership, together with Big Screen Productions 9 LLP, Westerdale Productions LLP, Fallowhawk Productions LLP, Finsen Productions LLP, Down Productions and Ingenious Film Partners LLP of a feature film provisionally entitled "Miss Peregrine's Home For Peculiar Children" (the "**Film**").
- (B) The Chargor has agreed to execute this Deed of Assignment and Charge in favour of the Chargee as security for repayment by the Chargor of the Loan together with interest thereon and all other sums from time to time due and payable to Chargee under the Loan Agreement and this Deed (together the "**Debt**").

THE PARTIES NOW AGREE as follows:

1 Definitions and Interpretation

- 1.1 In this Deed (including the Recitals) the following words and expressions shall, unless the context otherwise requires, have the following meanings respectively:

"Associated Company"

in relation to any company, another company which is a subsidiary of, or a holding company of, or another subsidiary of the holding company of, that company or another company or is an associated company or associate within the meaning of the Income and Corporation Taxes Act 1988 Sections 416 and 417 and Section 435 of the Insolvency Act 1986;

"Borrower's Distributable Receipts"

shall have the meaning given to it in the Loan Agreement;

"BSP9 Charge"	shall mean the deed of security assignment and charge dated on or about the date hereof between Big Screen Productions 9 Limited and the Chargee;
"BSP27 Charge"	shall mean the deed of security assignment and charge dated on or about the date hereof between Daylily Investments Limited (in its capacity as a member of Westerdale Productions LLP) and the Chargee;
"BSP28 Charge"	shall mean the deed of security assignment and charge dated on or about the date hereof between Daylily Investments Limited (in its capacity as a member of Fallowhawk Productions LLP) and the Chargee;
"BSP29 Charge"	shall mean the deed of security assignment and charge dated on or about the date hereof between Daylily Investments Limited (in its capacity as a member of Finsen Productions LLP) and the Chargee;
"Collateral"	the property, assets and interests (whether present or future) hereby charged or assigned or each or any of them or part thereof under this 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 this Deed;
"Commissioning and Distribution Agreement"	shall bear the meaning ascribed to it in the Loan Agreement;
"Completion Guarantee"	the guarantee of completion of the Film given by the Completion Guarantor in favour of the Chargee;
"Completion Guarantor"	Twentieth Century Fox Worldwide Productions, Inc.
"Debt"	shall bear the meaning ascribed to it in Recital B;
"Deed"	this Deed of Assignment and Charge;
"Default"	shall bear the meaning ascribed to it in the Loan Agreement;
"DP Ingenious Partner"	Capitan Films Limited;
"DP Ingenious Partner Charge"	the deed of security assignment and charge dated on or about the date hereof between DP Ingenious Partner and the Chargee;
"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;

"Film"	shall bear the meaning ascribed to it in Recital A;
"IFP Charge"	shall mean the deed of security assignment and charge dated on or about the date hereof between Ingenious Film Partners Limited and the Chargee;
"IMIL"	Ingenious Media Investments Limited (previously called Ingenious Films Limited);
"Loan"	shall bear the meaning ascribed to it in Recital A;
"Loan Agreement"	shall bear the meaning ascribed to it in Recital A;
"Members' Agreement"	the agreement entered into between the Chargor, IMIL and the Partnership;
"Partnership"	Ingenious Film Partners 2 LLP;
"Payment Deed"	shall bear the meaning ascribed to it in the Loan Agreement;
"Permitted Encumbrances"	shall mean the encumbrances created by the "Security Agreements" (as defined in the Loan Agreement);
"PSC"	shall bear the meaning given to "Production Services Company" in the Commissioning and Distribution Agreement;
"Receipts"	shall have the meaning given to it in the Loan Agreement;
"Receiver"	any receiver or manager or administrative receiver;
"Relevant Agreements"	this Deed and those agreements listed in Schedule 1 attached to this Deed and the Payment Deed;
"Relevant Party"	each and every party to the Loan Agreement, this Deed, and the Relevant Agreements other than the Chargee;
"Secured Obligation"	the Chargor's obligations set out in Clause 2.

- 1.2 Words denoting the singular shall include the plural and vice versa, words denoting any gender shall include every gender and words denoting persons shall include corporations and vice versa.
- 1.3 Any reference in this Deed to any statute, statutory provision, delegated legislation, code or guideline shall be a reference thereto as the same may from time to time be amended, modified, extended, varied, superseded, replaced, substituted or consolidated.
- 1.4 Unless otherwise stated time shall be of the essence for the purpose of the performance of the Chargor's obligations under this Deed.

2 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 hereby covenants to perform and discharge when due all its obligations under the

Loan Agreement and hereunder and to repay the Debt when due to the Chargee in accordance with the terms and provisions of the Loan Agreement and hereunder.

3 Security Assignment

The Chargor, by way of continuing security for the performance of the Secured Obligation, hereby assigns to the Chargee with full title guarantee subject to the proviso for re-assignment in Clause 10 below, 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:

- 3.1 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);
- 3.2 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);
- 3.3 all income and proceeds derived from any and all of the foregoing.

4 Charge

- 4.1 The Chargor, by way of continuing security for the performance of the Secured Obligation, hereby charges 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 (insofar as such items are not effectively assigned pursuant to Clause 3).
- 4.2 The Chargor, by way of continuing security for the full and timely performance of the Secured Obligation, hereby charges 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 above or charged by way of fixed charge under or pursuant to Clause 4.1 above and the Chargor agrees 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).
- 4.3 The Chargee shall be entitled by notice in writing to the Chargor to convert the floating charge referred to in Clause 4.2 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 any floating charge created pursuant to this Deed.
- 4.4 The Chargor undertakes 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.

- 4.5 Clause 4.3 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).
- 4.6 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.
- 4.7 The security interests in favour of the Chargee created herein shall rank in priority to any other Encumbrances (whether they be fixed, floating or otherwise) created in respect of the Collateral.
- 4.8 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 hereby 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.
- 4.9 In this 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 hereby created.

5 Enforcement

- 5.1 The security created by this Deed shall become enforceable upon or at any time after (i) the Chargee enforces its security over Daylily Investments Limited (in its capacity as a member of Finsen Productions LLP) under the BSP29 Charge; and/or (ii) the Chargee enforces its security over Big Screen Productions 9 Limited under the BSP9 Charge; and/or (iii) the Chargee enforces its security over Daylily Investments Limited (in its capacity as a member of Westerdale Productions LLP) under the BSP27 Charge; and/or (iv) the Chargee enforces its security over Daylily Investments Limited (in its capacity as a member of Fallowhawk Productions LLP) under the BSP28 Charge; and/or (v) the Chargee enforces its security over Ingenious Film Partners Limited under the IFP Charge; and/or (vi) the Chargee enforces its security over DP Ingenious Partner under the DP Ingenious Partner Charge; and/or (vii) the happening of a Default without notice to the Chargor and without liability for any loss (whether or not due to negligence) or any costs of any kind, and at such time the Chargee's obligations under the Loan Agreement shall terminate (without prejudice to the Chargee's rights thereunder) and the Debt shall be immediately repayable.

- 5.2 Notwithstanding anything to the contrary in this Deed or any Relevant Agreement, the Chargor's obligations to the Chargee under this Deed and any other Relevant Agreement to which it is a party are limited to payments out of Borrower's Distributable Receipts and the Collateral and Chargor shall have no obligation to make any payments to the Chargee in connection with this Deed or any Relevant Agreement to which it is a party from any other assets, resources or source. In the event of any default or non performance by the Chargor of any representation, warranty, covenant or other obligation or liability under this Deed, or other Relevant Agreements to which it is a party, the Chargee's recourse to the Chargor shall be limited to and only satisfied out of the Collateral and Borrower's Distributable Receipts. Notwithstanding anything to the contrary in this Deed, in the event of the occurrence of any Event of Default under this Deed which default shall result directly or indirectly from any default, act or omission of the Chargee, the PSC or the Completion Guarantor under this Deed or any Relevant Agreement (unless the default by the PSC shall in turn be caused by an act or omission of the Partnership or Chargor not arising out of a request of the Chargee or the Completion Guarantor pursuant to the Relevant Agreements and not occasioned by any breach of the Chargee, the PSC or the Completion Guarantor in relation to any Relevant Agreement), such Event of Default by the Chargor shall not entitle the Chargee to exercise any remedies which might otherwise be available to it under this Deed or the Security Documents, or otherwise at law or in equity, all of which rights are irrevocably waived by the Chargee, and the Chargor shall be under no obligation to the Chargee (either with regard to the Secured Obligation or otherwise) in connection therewith.

6 Exercise of Rights

- 6.1 The Chargee may at any time after the security hereby created shall have become enforceable:
- 6.1.1 in relation to the Collateral exercise the power of sale conferred by Section 101 of the Law of Property Act 1925 ("LPA") as though this Deed were a mortgage made by deed and/or sell, call in, collect, convert into money or otherwise deal with or dispose of the Collateral or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Chargee may think fit;
 - 6.1.2 exercise all of the powers set out in the LPA and in Schedule 1 to the Insolvency Act 1986 and any other powers the Chargee may have by law; and/or
 - 6.1.3 in writing, appoint a Receiver over all or any part of the Collateral upon such terms as the Chargee shall think fit and remove the Receiver and appoint another in his place and exercise any or all of the powers which a Receiver could exercise.
- 6.2 If a Receiver is appointed he shall be the agent of the Chargor (which shall alone be personally liable for the Receiver's acts, defaults and remuneration) and, without prejudice to any other powers the Receiver may have by law (notwithstanding that he is or may not be an administrator or an administrative receiver), he shall have all the powers set out in the LPA and in Schedule 1 to the Insolvency Act 1986 and in addition shall have power:
- 6.2.1 to enter upon any premises necessary and to take possession of, collect, get in or realise all and any part of the Collateral and to take, enforce, defend or abandon any actions, suits and proceedings in the name of the Chargor or otherwise in relation to the Collateral as he or the Chargee shall think fit;

- 6.2.2 to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is a creditor of the Chargor in relation to the Collateral or any part thereof;
- 6.2.3 to assign, sell, lease, licence, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing of any Collateral and to vary, terminate or accept surrenders of leases or licences in respect of any of the Collateral in such manner and generally on such terms and conditions as he or the Chargee shall think fit and to carry any such transactions into effect in the name of and on behalf of the Chargor or otherwise;
- 6.2.4 to take any steps that may be necessary or desirable to effect compliance with all or any of the agreements hereby assigned;
- 6.2.5 to carry on, manage or concur in carrying on and managing the business of the Chargor solely in respect of the Film or any part thereof including, without limitation, to take over and complete the production of the Film;
- 6.2.6 to raise or borrow any money that may be required upon the security of the whole or any part of the Collateral or without such security upon such terms as the Chargee or he shall think fit;
- 6.2.7 to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for the sole purpose of realising the Collateral;
- 6.2.8 to make any arrangement or compromise, pay any compensation or incur any obligation and enter into any contracts which he or the Chargee shall think expedient in the interests of the Chargee in respect of the Collateral;
- 6.2.9 in respect of the Collateral to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he or the Chargee lawfully may or can do; and
- 6.2.10 to exercise all such other power and authority in relation to all or any part of the collateral as he or the Chargee shall think fit to confer and so that he or the Chargee may in relation to all or any part of the Collateral exercise and confer any powers and authorities which it could exercise and confer if it had full title guarantee thereto.

Provided Always that nothing herein contained shall make the Chargee liable to the Receiver in respect of his remuneration, costs, charges or expenses or otherwise for which together with the Receiver's acts, contracts, defaults and omissions the Chargor alone shall be liable.

- 6.3 The foregoing powers of sale and of appointing a Receiver shall be exercisable without any restrictions (such as but not limited to those contained in Sections 103 and 109 of the LPA) but subject always to the provisions of the Enterprise Act 2002 and the Insolvency Act 1986 (as amended).
- 6.4 The power to appoint a Receiver hereinbefore conferred shall be in addition to all statutory and other powers of the Chargee under the LPA to the extent the LPA may be relevant to the security hereby created and the Receiver shall have and be entitled to exercise all powers conferred under the LPA in the same way as if he had been duly appointed thereunder. Such

power to appoint a Receiver herein or by statute conferred shall be and remain exercisable by the Chargee notwithstanding any prior appointment in respect of all or any part of the Collateral.

- 6.5 The Chargee or the Receiver may enforce the security created by this Deed in any order which the Chargee or the Receiver in its absolute discretion thinks fit.
- 6.6 The Chargee may appoint more than one Receiver and in such event any reference in this Deed to a Receiver shall apply to both or all of the Receivers so appointed and the appointment of Receivers so made shall be deemed to be a joint and several appointment and so that the rights, powers, duties and discretions vested in the Receivers so appointed may be exercised by them all jointly or severally by each of them.
- 6.7 The Chargee shall not, nor shall the Receiver, by reason of the Chargee or the Receiver entering into possession of the Collateral or any part thereof, be liable to account as mortgagee in possession or for any default or omission of any nature whatsoever for which a mortgagee in possession might be liable, or be liable for any loss or damage occasioned by or upon realisation or diminution in value happening in or about the exercise of any power conferred hereby or by statute and the Chargor shall have no right of action or claim against the Chargee on the grounds that a better price could or might have been obtained on any such realisation, sale or disposal. The Chargee and the Receiver shall be entitled to all the rights, powers, privileges and immunities conferred by statute on mortgagees and Receivers.
- 6.8 As and when the security created hereunder becomes enforceable by the Chargor, the Chargor declares that it will hold the Collateral (subject to the Chargor's rights of redemption) upon trust to convey, assign or otherwise deal with the same in such manner and to such person as the Chargee shall direct and declare that it shall be lawful for the Chargee by an instrument under its common seal to appoint a new trustee or trustees of the Collateral and in particular, but without limitation, at any time or times to appoint a new trustee or trustees thereof in place of the Chargor.
- 6.9 The Chargee shall have the right at its complete discretion to give time or indulgence to or compound with and to make such other arrangement of whatsoever nature as it shall see fit with the Chargor or any other person, firm, company or other organisation without prejudice to the Chargor's liability hereunder or the Chargee's right and title to the Collateral and any monies received by the Chargee from any other person, firm, company or other organisation may be applied by the Chargee to any account or transaction of such persons or otherwise as the Chargee shall see fit.
- 6.10 At any time after the security created hereunder becomes enforceable or after any powers conferred by any Encumbrance having priority to the security shall have become exercisable, the Chargee may redeem such or any other prior encumbrance or procure the transfer thereof to itself and may settle and pass the accounts of the encumbrancer and any account so settled and passed shall be conclusive and binding on the Chargor and all monies paid by the Chargee to the encumbrancer in accordance with such accounts shall as from such payment be due from the Chargor to the Chargee and shall bear interest, fees, costs and charges owing hereunder.
- 6.11 At any time after the security created hereunder becomes enforceable the Chargee or a Receiver may (but shall not be obliged to) do all such things and incur all such expenditure as the Chargee or such Receiver shall in their sole discretion consider necessary or desirable to remedy such default or protect or realise the Collateral or its interests under this Deed and in

particular (but without limitation) may pay any monies which may be payable in respect of any of the Collateral and any monies expended in so doing by the Chargee or Receiver shall be deemed an expense properly incurred and shall be recoverable from the Collateral.

- 6.12 Any monies obtained by the Chargee or by a Receiver appointed hereunder whether by sale of any of the Collateral or otherwise shall be applied:

6.12.1 first, in payment of all costs and expenses incurred and incidental to the powers conferred on the Chargee or the Receiver hereunder; and

6.12.2 second, in or towards satisfaction of the Secured Obligation in accordance with the terms of the Loan Agreement.

- 6.13 Following the occurrence of a Default, all monies received, recovered or realised by the Chargee under this Deed may at the sole discretion of the Chargee be credited by the Chargee to any suspense or impersonal account pending the application from time to time of such monies and accrued interest thereon in or towards the discharge of any of the Debt.

7 Protection of Third Parties

- 7.1 No purchaser, mortgagee or other third party dealing with the Chargee and/or Receiver or other person dealing with the Chargee and/or Receiver shall be concerned to enquire whether any of the powers which the Chargee or the Receiver has exercised or purported to exercise has arisen or become exercisable or whether the security created hereunder has become enforceable, the Secured Obligation has been performed or as to the propriety or validity of the exercise or purported exercise of any such power or to see to the application of any money paid to the Chargor or such Receiver or otherwise as to the propriety or regularity or any other dealing by the Chargee or the Receiver and in the absence of bad faith on the part of such third party, such dealing shall be deemed to be within the powers conferred hereunder and to be valid and effectual accordingly and the title of a purchaser and the position of such a person shall not be prejudiced by reference to any of those matters.

- 7.2 The receipt of the Chargee or the Receiver shall be an absolute and conclusive discharge to a purchaser and shall relieve such person of any obligation to see to the application of any sums paid to or by the direction of the Chargee or the Receiver.

8 Warranties and Undertakings of the Chargor

- 8.1 The Chargor warrants, undertakes and agrees with the Chargee as follows:-

8.1.1 to the best of its knowledge, all statements herein whether as to matters of fact or law are true;

8.1.2 it is a company duly incorporated and validly existing in good standing under and by virtue of the laws of England and Wales;

8.1.3 it is not deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

8.1.4 save for the Permitted Encumbrances the Collateral is and shall be free from all charges, liens and encumbrances;

8.1.5 the memorandum and articles of association of the Chargor include provisions which give the Chargor all necessary corporate power and authority to own its assets, to carry on its business as it is now being conducted and the Chargor is

duly qualified to do business in all jurisdictions and to enter into and perform the Relevant Agreements to which it is a party and it has the full capacity to enter into this Deed and all other agreements and documents required hereunder and has the full capacity to charge and assign to the Chargee the Collateral and it has taken all corporate or other action necessary to authorise the execution, delivery and performance of the Relevant Agreements to which it is a party;

8.1.6 to the best of its knowledge and belief there are no proceedings, claims or litigation current, pending or threatened which shall adversely affect the distribution and exploitation of the Film or the production completion and delivery of the Film or would adversely affect the ability of the Chargor to observe or perform its obligations under the Relevant Agreements to which it is a party;

8.1.7 this Deed constitutes (or will, when executed, constitute) the legal, valid and binding obligations of the Chargor enforceable in accordance with its terms;

8.1.8 all consents, authorisations, approvals, licences, exemptions, filings, registrations, notarisations and other requirements of governmental, judicial and public bodies and authorities required or advisable in connection with the execution, delivery, performance, validity, admissibility in evidence and enforceability of the Relevant Agreements to which it is a party have been obtained or effected (or, in the case of registrations, will be effected within any applicable required period) and (if obtained or effected) are in full force and effect; there has been no default in the performance of any of their terms or conditions;

8.1.9 the execution, delivery and performance of Relevant Agreements to which it is a party does not and will not violate in any respect any provision of (i) any law judgment, regulation, treaty, convention, decree, order or consent to which the Chargor is subject or by which the Chargor, the Collateral, or any material part of its assets or business is bound or affected, or (ii) the constitutional documents of the Chargor, or (iii) any charge, indenture, agreement or other instrument to which the Chargor is a party or which is binding on it or any of its assets, and do not and will not result in the creation or imposition of any Encumbrance on its assets in accordance with any agreement or instrument (other than this Deed); and

8.1.10 no event has occurred which constitutes a default under or in respect of any law, or of any agreement or instrument to which the Chargor is a party or by which the Chargor or its assets may be bound (including, inter alia, the Relevant Agreements to which it is a party) and no event has occurred which, with the giving of notice, or the passing of time or on any other condition being satisfied or determination being made would be likely to constitute a default under or in respect of any law or agreement which is likely either to have a material adverse effect on the assets, financial condition, prospects or operations of the Chargor or materially and adversely affect its ability to observe or perform its obligations under this Deed.

8.2 The Chargor hereby covenants and undertakes with the Chargee that it will:-

8.2.1 at all times comply with the terms (express or implied) of this Deed and the Relevant Agreements to which it is a party;

- 8.2.2 remain liable under the contracts and agreements charged or assigned hereunder to perform all the obligations assumed by it thereunder;
- 8.2.3 not require the Chargee to enforce any term of any of the said contracts and agreements against any party (it being acknowledged that in no circumstances shall the Chargee have any obligation so to enforce);
- 8.2.4 notify the Chargee of any default under the said agreements to which it is a party and of which it becomes aware;
- 8.2.5 upon the request of the Chargee give written notice (in such form and to such persons as the Chargee may require) of the security hereby created;
- 8.2.6 from time to time promptly when required produce to the Chargee evidence sufficient to satisfy the Chargee that the Chargor has at all relevant times complied with the provisions of this Deed and the Relevant Agreements to which it is a party and such information concerning the business and affairs of the Chargor relating to the Film, its property, assets and liabilities relating to the Film as the Chargee may reasonably require;
- 8.2.7 at the Chargee's expense, execute financing statements under Uniform Commercial Codes of such states or counties in the United States of America as the Chargee may consider appropriate to perfect or protect the Chargee's security hereunder promptly following request by the Chargee;
- 8.2.8 not without the prior written consent of the Chargee to sell, transfer, dispose of or part with possession or control of or attempt to sell, transfer or dispose of the Collateral or any part of it or any interest in it;
- 8.2.9 immediately upon becoming aware of the same notify the Chargee of any material loss, theft, damage or destruction of the Collateral or any part of it;
- 8.2.10 not to allow any counterclaim or set-off or other equity in respect of any sum payable in relation to the Relevant Agreements, the Film and/or rights in the Film;
- 8.2.11 the Chargor will ensure that at all times its liabilities under the Relevant Agreements to which it is a party will be and remain the direct, general and unconditional liabilities of the Chargor, and will rank at least pari passu with all its other present and future unsecured and unsubordinated liabilities, with the exception of any liabilities which are mandatorily preferred by law and not by any charge;
- 8.2.12 immediately on becoming aware of it, the Chargor shall notify the Chargee in writing of the occurrence of any Default and at the same time inform the Chargee of any action taken or proposed to be taken in connection with it;
- 8.2.13 the Chargor shall promptly give notice in writing to the Chargee of any litigation, arbitration or administrative or other proceeding before or of any judicial, administrative, governmental or other authority or arbitrator, of any dispute with any governmental regulatory body or law enforcement authority, of any labour dispute or of any other event which has or may have a material adverse effect on its assets or prospects;

8.2.14 not, without the prior written consent of the Chargee change the nature of its business.

8.3 The Chargor hereby repeats in favour of the Chargee the warranties, representations, undertakings and covenants set out in the Loan Agreement as if the same were set forth and incorporated herein as part of these presents.

8.4 The representations and warranties in this Clause 8 will be deemed to be repeated with reference to the facts and circumstances then subsisting as of each day on which any obligations are owing by the Chargor to the Chargee under the Loan Agreement.

9 Indemnity

The Chargor hereby agrees to indemnify and hold harmless the Chargee and any Receiver from and against all actions, claims, proceedings, expenses, demands and liabilities now or hereafter brought against or incurred by either or both of them, or against or by any person for whose act or omission either or both of them may be liable, resulting from any breach or non-observance by the Chargor of any of the provisions of this Deed or any failure to perform the Secured Obligation or any payment in respect of the provisions of this Deed or in respect of the Secured Obligation being set aside or declared void for any reason. The Chargee shall be entitled so to indemnify and hold harmless the Receiver on behalf of the Chargor which shall reimburse the Chargee accordingly. The Chargor's liability to the Chargee under the first or second sentences hereof shall form part of the Secured Obligation.

10 Undertaking for Reassignment

Upon fulfilment of the Secured Obligation pursuant to the Loan Agreement and/or this Deed the Chargee will at the Chargor's request and expense:-

- (a) reassign to the Chargor, or as it may direct, the rights and benefits that the Chargor has assigned to the Chargee as security;
- (b) release the Collateral charged pursuant to Clause 3; and
- (c) upon written request and at the Chargor's expense execute and deliver to the Chargor all documents and instruments reasonably required or desirable to effect the said reassignment and release.

11 Nature of the Security

11.1 This Deed is a continuing security and shall remain in force notwithstanding any intermediate payment or settlement of account or other act, omission or matter whatsoever which but for this provision might operate to release or otherwise exonerate the Chargor from its obligations hereunder or affect such obligations or release or diminish the security conferred hereunder and is in addition to and shall not merge into or otherwise prejudice or affect any guarantee, Encumbrance or other right or remedy now or hereafter held by or available to the Chargee and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any right which the Chargee may now or hereafter have or giving time for payment or indulgence or compounding with any other person.

11.2 The security created by this Deed is in addition to, and shall not be merged into, or in any way prejudice any other security interest, charge, document or right which the Chargee may

now or at any time hereafter hold or have as regards the Chargor or any other person, firm or corporation in respect of the Collateral and shall not in any way be prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any rights which it now or hereafter has and this security shall remain in full force and effect as a continuing security unless and until the Chargee shall release and discharge this Deed in accordance with Clause 10.

11.3 The rights granted to the Chargee hereunder are in addition to, and in no way limit or restrict, the rights granted to Chargee in the Loan Agreement.

11.4 The exercise by the Chargee of its rights under this Deed shall in no way affect or be in substitution for such other legal or equitable rights and remedies as the Chargee may have against the Chargor or any third party.

12 Grant of Time or Indulgence

The security created by this Deed shall not be affected or prejudiced in any way by the Chargee giving time or granting any indulgence or accepting any compromise from or compounding with or making any other arrangement with the Chargor or any other person, firm or company in respect of the Secured Obligation.

13 Further Assurance

13.1 The Chargor hereby undertakes and covenants to the Chargee at the Chargee's request and expense to do all such further acts and execute all such further documents and instruments as the Chargee may from time to time require to vest in or further assure to the Chargee the rights expressed to be assigned and granted to the Chargee under this Deed and for the protection and enforcement of the security hereby created.

13.2 Subject to the occurrence of a Default, the Chargor hereby irrevocably and by way of security appoints the Chargee and, if any Receiver shall be appointed, the Chargee and the Receiver jointly and severally, the attorney or attorneys of the Chargor and in its name and on its behalf to sign, execute and deliver all deeds and documents and to do all acts and things which the Chargee may require or deem appropriate for the purpose of realising this security. The Chargor hereby acknowledges that such appointment shall be coupled with an interest and shall be irrevocable. The Chargee shall promptly deliver to the Chargor a copy of each deed or document signed or executed under this power of attorney.

13.3 This appointment shall operate as a general power of attorney made under Section 10 of the Powers of Attorney Act 1971. This power of attorney shall terminate with out further notice on the release and discharge of this Deed pursuant to Clause 10 hereof

14 Notice of Default

The Chargor shall give written notice to the Chargee of the occurrence of any Default as soon as such occurrence becomes known to the Chargor.

15 General

15.1 Any re-assignment, release, settlement or discharge between the Chargor and the Chargee shall be conditional upon no security or payment made or given to the Chargee being avoided, reduced, set aside or rendered unenforceable by virtue of any provision or enactment now or hereafter in force relating to bankruptcy, insolvency or liquidation and if

any such security or payment shall be avoided, reduced, set aside or rendered unenforceable the Chargee shall be entitled to recover the full amount or value of any such security or payment from the Chargor and otherwise to enforce this Deed as if such re-assignment, release, settlement or discharge had not taken place.

15.2 This Deed shall remain the property of the Chargee notwithstanding any release or discharge or purported release or discharge hereof.

15.3 No failure or delay by the Chargee in exercising any right, power or privilege under this Deed shall operate as a waiver thereof, nor shall any single or partial exercise by the Chargee of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

15.4 Any release, settlement or discharge between the Chargor and the Chargee shall be conditional upon no security or payment made or given to the Chargee being avoided, reduced, set aside or rendered unenforceable by virtue of any provision or enactment now or hereafter in force relating to bankruptcy, insolvency or liquidation and if any such security or payment shall be avoided, reduced, set aside or rendered unenforceable the Chargee shall be entitled to recover the full amount or value of any such security or payment from the Chargor and otherwise to enforce this Deed as if such release, settlement or discharge had not taken place.

16 Assignment

The Chargee shall not be entitled to charge, sub-charge, license, transfer, assign or otherwise grant security over or deal with all or any of the rights assigned and granted to it hereunder (including the benefit of any warranties, undertakings, representations and indemnities) to any third party provided however that Chargee shall be entitled to assign the benefit hereof to a member of the Chargee's group of companies. The Chargor shall not assign any or all part of its rights and benefits hereunder to any third party without the prior written consent of the Chargee.

17 Partial Unenforceability

If any clause or any part of this Deed or the application thereof to either party shall for any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Deed, which shall continue in full force and effect.

18 Notices

Any notices required to be given under the provisions of this Deed shall be in writing and in English and shall be deemed to have been duly served if hand delivered or sent by facsimile or other print-out communication mechanisms or, within the United Kingdom, by prepaid special or first-class recorded delivery post, or, outside the United Kingdom, by prepaid international courier, correctly addressed to the relevant party's address as specified in this Deed or to such other address as either party may hereafter designate from time to time in accordance with this clause together with a copy in the case of the Chargee to Legal Department, International/Finance, Twentieth Century Fox Film Corporation, [REDACTED] USA with a further copy to Wiggin LLP, Jessop House, Jessop Avenue, Cheltenham, Gloucestershire GL50 3WG (Attention: Miles Ketley, Charles Moore and Guy Sheppard, fax +44 1242 224223) and a copy in the

case of the Chargor to 15 Golden Square, London, W1F 9JG (Attention: Head of Legal and Business Affairs, fax: +44 207 319 4076), and any notice so given shall be deemed to have been served (unless actually received at an earlier time in which case the time of service shall be the time of such actual receipt):

- 18.1 if hand delivered, at the time of delivery;
- 18.2 if sent by facsimile or other print-out communication mechanisms, at completion of transmission if during business hours at its destination, or at the opening of business on the next business day if not during business hours (and for this purpose "business hours" means between 09:00 and 17:30 and "business day" means Monday to Friday, excluding bank or other public holidays in the country of the addressee) but subject to proof by the sender that it holds an answerback or automatic printout confirming successful transmission in readable form and in the case of facsimile and other print-out communication mechanisms, to proof by the sender that it holds a transmission report indicating uninterrupted transmission to the addressee; and
- 18.3 if sent by prepaid post as aforesaid, forty-eight (48) hours after posting (exclusive of the hours of Sunday), if posted to an address within the country of posting, and three (3) days after posting if posted to an address outside the country of posting.

19 No Waiver

No failure or delay on the part of the Chargee or the Chargor in exercising any right, title, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies in law.

20 Governing Law

This Deed shall be construed and performed in all respects in accordance with, and shall be governed by, the laws of England and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts.

21 Clause Headings

The clause headings in this Deed are for the convenience of the parties only and shall not limit, govern or otherwise affect its interpretation in any way.

22 Counterparts

This Deed may be executed in any number of counterparts and on separate counterparts, and each counterpart shall when executed constitute an original of this Deed and together all such counterparts shall constitute one and the same document. Executed copies of the signature pages of this Deed sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. The Chargor shall provide its original ink signatures to the Chargee as quickly as practicable after execution of this Deed.

SCHEDULE 1

Relevant Agreements

Name of Agreement	Parties	Date
Commissioning and Distribution Agreement	Ingenious Film Partners LLP (1) Westerdale Productions LLP (2) Big Screen Productions 9 LLP (3) Fallowhawk Productions LLP (4) Finsen Productions LLP (5) Ingenious Film Partners 2 LLP (6) Down Productions (7) Twentieth Century Fox Film Corporation (8)	Of even date herewith
Short Form Assignment of Copyright to Studio	Twentieth Century Fox Film Corporation (1) Ingenious Film Partners LLP (2) Westerdale Productions LLP (3) Big Screen Productions 9 LLP (4) Fallowhawk Productions LLP (5) Finsen Productions LLP (6) Ingenious Film Partners 2 LLP (7) Down Productions (8)	Of even date herewith
Form of Copyright Assignment	Twentieth Century Fox Film Corporation (1) Ingenious Film Partners LLP (2) Westerdale Productions LLP (3) Big Screen Productions 9 LLP (4) Fallowhawk Productions LLP (5) Finsen Productions LLP (6) Ingenious Film Partners 2 LLP (7) Down Productions (8)	Of even date herewith
Form of Copyright Assignment	Pere Service, Inc. (1) Ingenious Film Partners LLP (2) Westerdale Productions LLP (3) Big Screen Productions 9 LLP (4) Fallowhawk Productions LLP (5) Finsen Productions LLP (6) Ingenious Film Partners 2 LLP (7) Down Productions (8)	Of even date herewith
Completion Guarantee	Twentieth Century Fox Worldwide Productions, Inc. (1) Ingenious Film Partners LLP (2) Westerdale Productions LLP (3) Big Screen Productions 9 LLP (4) Fallowhawk Productions LLP (5) Finsen Productions LLP (6) Ingenious Film Partners 2 LLP (7) Down Productions (8)	Of even date herewith
Parent Company Guarantee	Twentieth Century Fox Film Corporation (1) Ingenious Film Partners LLP (2) Westerdale Productions LLP (3)	Of even date herewith

	Big Screen Productions 9 LLP (4) Fallowhawk Productions LLP (5) Finsen Productions LLP (6) Ingenious Film Partners 2 LLP (7) Down Productions (8)	
Security Agreement, Assignment and Mortgage of Copyright	Ingenious Film Partners 2 LLP (1) Twentieth Century Fox Film Corporation (2)	Of even date herewith
Deed of Security Assignment and Charge	Ingenious Film Partners 2 Limited (1) Twentieth Century Fox Film Corporation (2)	Of even date herewith
Deed of Security Agreement and Charge	Ingenious Film Partners 2 LLP (1) Twentieth Century Fox Worldwide Productions, Inc. (2)	Of even date herewith
Deed of Guarantee, Security Assignment and Charge	Ingenious Film Partners 2 LLP (1) Twentieth Century Fox Film Corporation (2)	Of even date herewith
Loan Agreement	Twentieth Century Fox Film Corporation (1) Ingenious Film Partners 2 Limited (2)	Of even date herewith
Production Services Agreement	Ingenious Film Partners LLP (1) Westerdale Productions LLP (2) Big Screen Productions 9 LLP (3) Fallowhawk Productions LLP (4) Finsen Productions LLP (5) Ingenious Film Partners 2 LLP (6) Down Productions (7) Pere Service, Inc. (7)	Of even date herewith
Notice of Assignment and Irrevocable Payment Instruction	Ingenious Film Partners 2 LLP (1) Ingenious Media Investments Limited (2) Ingenious Films Limited (3) Ingenious Film Partners 2 Limited (4) Twentieth Century Fox Film Corporation (5) Twentieth Century Fox Worldwide Productions, Inc. (6) Pere Service, Inc. (7)	Of even date herewith
One Picture Licence	Twentieth Century Fox Film Corporation (1) Ingenious Film Partners LLP (2) Westerdale Productions LLP (3) Big Screen Productions 9 LLP (4) Fallowhawk Productions LLP (5) Finsen Productions LLP (6) Ingenious Film Partners 2 LLP (7) Down Productions (8)	Of even date herewith
Short Form Licence of One Picture Licence	Pere Service, Inc. (1) Ingenious Film Partners LLP (2)	Of even date herewith

	Westerdale Productions LLP (3) Big Screen Productions 9 LLP (4) Fallowhawk Productions LLP (5) Finsen Productions LLP (6) Ingenious Film Partners 2 LLP (7) Down Productions (8)	
Short Form Licence (Confirmation)	Pere Service, Inc. (1) Ingenious Film Partners LLP (2) Westerdale Productions LLP (3) Big Screen Productions 9 LLP (4) Fallowhawk Productions LLP (5) Finsen Productions LLP (6) Ingenious Film Partners 2 LLP (7) Down Productions (8)	Of even date herewith
Deed Relating to Laboratory Pledgeholder Agreement	Twentieth Century Fox Film Corporation (1) Twentieth Century Fox Worldwide Productions, Inc. (2) Ingenious Film Partners LLP (3) Westerdale Productions LLP (4) Big Screen Productions 9 LLP (5) Fallowhawk Productions LLP (6) Finsen Productions LLP (7) Ingenious Film Partners 2 LLP (8) Down Productions (9) Pere Service, Inc. (10)	Of even date herewith
IFL Undertaking	Ingenious Films Limited (1) Twentieth Century Fox Film Corporation (2)	Of even date herewith
IMIL Undertaking	Ingenious Media Investments Limited (1) Twentieth Century Fox Film Corporation (2)	Of even date herewith
Disclaimer Letter	Ingenious Film Partners 2 LLP (1) Ingenious Media Investments Limited (2) Twentieth Century Fox Film Corporation (3) Twentieth Century Fox Worldwide Productions, Inc. (4) Pere Service, Inc. (5) Ingenious Film Partners 2 Limited (6)	Of even date herewith
Payment Deed	Ingenious Film Partners 2 Limited (1) Ingenious Media Investments Limited (2) Ingenious Film Partners 2 LLP (3)	Of even date herewith
Executive Producer Agreement	Pere Service, Inc. (1) Ingenious Films Limited (2)	Of even date herewith

**EXECUTION PAGE OF DEED OF SECURITY ASSIGNMENT AND CHARGE IN RESPECT OF
"MISS PEREGRINE'S HOME FOR PECULIAR CHILDREN"**

IN WITNESS whereof the Chargor and the Chargee have executed this instrument as a Deed the day, month and year first above written.

EXECUTED as a DEED by
INGENIOUS FILM PARTNERS 2 LIMITED
acting by its duly authorised attorney

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)



in the presence of

Attorney

Witness signature: 

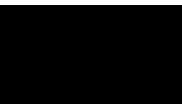
Witness name:

Witness address: Anita Ngai
Field Fisher Waterhouse LLP
35 Vine Street
London EC3N 2AA
Solicitor

Witness occupation:

EXECUTED as a DEED on behalf of
TWENTIETH CENTURY FOX
FILM CORPORATION

)
)
)



acting by its duly authorised attorney

in the presence of

Attorney

Witness signature: 

Witness name:

Witness address: Anita Ngai
Field Fisher Waterhouse LLP
35 Vine Street
London EC3N 2AA
Solicitor

Witness occupation: