

MG01

Particulars of a mortgage or charge



7 289 56 / 156

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 for

You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

THURSDAY



A2U7PLPC

A35

15/07/2010

65

COMPANIES HOUSE

For original use

1514

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1

Company details

Company number

0 5 4 9 4 9 4 6

Company name in full

INGENIOUS FILM PARTNERS 2 LIMITED

2

Date of creation of charge

Date of creation

d0 d1 m0 m7 y2 y0 y1 y0

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 1 July 2010
between Ingenious Film Partners 2 Limited (the "**Chargor**") and Twentieth
Century Fox Film Corporation (the "**Chargee**") in respect of the film
provisionally entitled "Caesar Rise of The Apes" (the "**Film**")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The performance and discharge when due of all
Chargor's obligations under the Loan Agreement and
the Deed and 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**")

[All capitalised terms used but not otherwise
defined herein shall have the meaning specified in
the Schedule to this Form MG01]

Continuation page

Please use a continuation page if
you need to enter more details

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 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	<p>3 Charge</p> <p>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 2 above (clause 3 of the Deed) (insofar as such items are not effectively assigned pursuant to clause 3 of the Deed).</p> <p>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 (clause 2 above) or charged by way of fixed charge under or pursuant to clause 4.1 of the Deed (clause 3.1 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).</p> <p>3.3 The Chargee shall be entitled by notice in writing to the Chargor to convert the floating charge referred to in clause 3.2 (clause 4.2 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 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 the Deed.</p> <p>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</p> <p>3.5 Clause 3.3 (clause 4.3 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)</p> <p><u>NEGATIVE PLEDGE</u></p> <p>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 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 to the extent that it relates to receipts which</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

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 any other Encumbrances (whether they be fixed, floating or otherwise) created in respect of the Collateral.

3 8 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

SCHEDULE

"Borrower's Distributable Receipts" shall bear the meaning ascribed to it in the Loan Agreement,

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

"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,

"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;

"Event of Default" shall bear the meaning ascribed to it in the Loan Agreement;

"Loan Agreement" means a loan agreement dated on or about the date of the Deed between the Chargor and Chargee pursuant to which 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;

"Loan" means the principal sum and any and all other amounts paid by the Chargee to the Chargor under the Loan Agreement,

"Members' Agreement" means the agreement entered into between the Chargor

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

and the Partnership,

"**Partnership**" means Ingenious Film Partners 2 LLP,

"**Payment Deed**" shall bear the meaning ascribed to it in the Loan Agreement, 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 866).

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 870). 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 *Wiggin LLP*

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 DANIEL WHYBREW / ALEX LEA

Company name
WIGGIN LLP

Address 95 THE PROMENADE

Post town CHELTENHAM

County/Region GLOUCESTERSHIRE

Postcode G L 5 0 1 W G

Country UNITED KINGDOM

DX

Telephone 01242 224114



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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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. 5494946
CHARGE NO. 54**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 1 JULY 2010 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 25 OF THE COMPANIES ACT 2006 ON THE
15 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JULY 2010

P.



Companies House
— for the record —



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