

MG01

Particulars of a mortgage or charge

109216/13



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 on a company. To do this use form MG01s

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10/08/2011

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COMPANIES HOUSE

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**Company details**

Company number

0 7 0 1 4 7 9 8

Company name in full

Ingenious Treasury Services (Financing) Limited  
(the "Chargor")

For official use



**Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

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**Date of creation of charge**

Date of creation

29 07 2011

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**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 Charge and Security Assignment dated 29 July 2011 (the "Deed") between the Chargor and Squad Productions LLC (the "Chargee")

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**Amount secured**

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Chargee under, pursuant to or otherwise in connection with the Loan Agreement (including, without limitation, the obligation of the Chargor to repay the Debt) and each other Relevant Agreement to which the Chargor is a party (including, without limitation, any obligation to pay damages for breach of contract, any obligation to make restitution, and all liabilities acquired by the Chargor from any third party) and all other amounts payable under the Deed (the "Secured Obligations")

Capitalised terms used in this form MG01 and the attached continuation sheets shall have the meanings set out in Schedule 2 of this form MG01

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

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### 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

Squad Productions LLC (the "Chargee")

Address

1600 Rosecrans Avenue, Building #7, Suite 110,  
Manhattan Beach, USA

Postcode

C A 9 1 5 2 1

Name

Address

Postcode

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### 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

Please see attached Schedule 1.

# MG01

## Particulars of a mortgage or charge

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### 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

Nil

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X Olway 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 Rebecca Griffiths

Company name OLSWANG LLP

Address 90 High Holborn

London

Post town

County/Region

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 3000



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

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> <b>Particulars of a mortgage or charge</b>	
<b>6</b>	<b>Short particulars of all the property mortgaged or charged.</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><b>SCHEDULE 1</b></p> <p style="text-align: center;"><b>Security</b></p> <p><b>1 Assignment and charge</b></p> <p><b>1 1</b> By way of continuing security for the performance and discharge of the Secured Obligations, and subject only to the proviso for re-assignment in Clause 15 of the Deed, the Chargor has</p> <p>(a) assigned absolutely to the Chargee with full title guarantee all of the Chargor's right, title and interest (both present and future, vested and contingent, statutory and otherwise) in</p> <p style="margin-left: 40px;">(i) the Collateral Agreements (including, without limitation, any and all monies due, owing and/or payable to the Chargor thereunder),</p> <p style="margin-left: 40px;">(ii) the Receivables,</p> <p style="margin-left: 40px;">(iii) each Account (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing from time to time),</p> <p style="margin-left: 40px;">(iv) all moneys from time to time standing to the credit of any account at any bank or financial institution into which any Receivables are or will be paid, including, without limitation, each Account, and without prejudice to the foregoing the Chargor has agreed to hold all such moneys on trust for the Chargee and consented to the Chargee giving notice of the Chargee's interest in each such account to the bank or other financial institution at which such account is or may be held,</p> <p style="margin-left: 40px;">(v) all proceeds, products or other property derived from any and all of the foregoing,</p> <p>(b) with full title guarantee charged in favour of the Chargee, by way of first fixed charge, all of the Chargor's right, title and interest (both present and future, vested and contingent, statutory and otherwise), in</p> <p style="margin-left: 40px;">(i) the Collateral Agreements (including, without limitation, any and all</p>	

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	<p style="text-align: right;">monies due, owing and/or payable to the Chargor thereunder),</p> <p>(ii) the Receivables,</p> <p>(iii) each Account (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing from time to time,</p> <p>(iv) all moneys from time to time standing to the credit of any account at any bank or financial institution into which any Receivables are or will be paid, including, without limitation, each Account, and without prejudice to the foregoing the Chargor agrees to hold all such moneys on trust for the Chargee and consents to the Chargee giving notice of the Chargee's interest in each such account to the bank or other financial institution at which such account is or may be held, and</p> <p>(v) (insofar as not effectively assigned pursuant to Clause 3 1(a) of the Deed (as set forth at Clause 1 1(a) of this form MG01) those assets referred to in Clause 3 1(a) of the Deed (as set forth at Clause 1 1(a) of this form MG01), and</p> <p>(vi) all proceeds, products or other property derived from any and all of the foregoing,</p> <p>(c) with full title guarantee charged in favour of the Chargee by way of first floating charge all the undertaking, property and assets whatsoever belonging now or at any time in the future to the Chargor in connection with the Programme including, without limitation, any assets described in Clauses 3 1(a) and 3 1(b) of the Deed (as set forth at paragraphs 1 1(a) and (b) above) that are not validly charged or assigned pursuant thereto</p> <p>1 2 The Chargor has undertaken to hold on trust for the Chargee absolutely the entire interest and benefit of the Chargor in and to any Security Assets or any part thereof that cannot be charged or assigned by the Chargor together with, without limitation, all proceeds, products and other property derived from, and any other rights and benefits to which the Chargor is beneficially entitled in respect of, such Security Assets</p>	

<p>In accordance with Section 860 of the Companies Act 2006</p>	<p><b>MG01 - continuation page</b> Particulars of a mortgage or charge</p>	
<p><b>6</b></p>	<p><b>Short particulars of all the property mortgaged or charged.</b></p>	
	<p>Please give the short particulars of the property mortgaged or charged</p>	
	<p><b>2 Conversion of floating charge and automatic crystallisation</b></p> <p>2 1 The Chargee may at any time, by notice in writing to the Chargor, convert the floating charge created under the Deed into a fixed charge in relation to the assets specified in such notice</p> <p>2 2 Upon the occurrence of any Event of Default the floating charge created under the Deed will (in addition to the circumstances in which the same will occur under the general law) immediately and automatically, without any requirement for notice by the Chargee, convert into a fixed charge over all the assets of the Chargor that are the subject of the floating charge</p> <p>2 3 The floating charge created under the Deed is a "qualifying floating charge" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p><b>3 Negative Pledge</b></p> <p>3 1 The Chargor has undertaken with the Chargee that, until the expiry of the Security Period, the Chargor will not without the prior written consent of the Chargee create or permit to arise or subsist over all or any part of the Security Assets any Encumbrance other than the Permitted Security</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	<p style="text-align: center;"><b>SCHEDULE 2</b></p> <p style="text-align: center;"><b>Defined Terms</b></p> <p><b>"Account"</b> means the ITSFL Funding Account, the ITSFL Receipts Account and each other account with a bank or other financial institution established by the Chargor in connection with the Programme other than a Secured Account,</p> <p><b>"Advance"</b> means the advance in a principal amount equivalent to the CD Loan to be advanced by the Chargee pursuant to and in accordance with the Loan Agreement,</p> <p><b>"Affiliate"</b> means in relation to any person, another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such first person (for which purpose, control means ownership of more than 50 per cent of the voting shares, having the right to appoint more than half the members of the board or otherwise having the right to direct the affairs of the controlled person),</p> <p><b>"Bank"</b> means Bank Leumi (UK) Plc,</p> <p><b>"Bank Loan"</b> means a loan facility made available pursuant to a loan agreement dated 24 March 2011 between the Bank and the Chargor to enable the Chargor to carry out the Business and which loan facility the Chargor utilised to finance its obligations under the Investor Loan Agreements,</p> <p><b>"Borrower's Bank"</b> means Barclays Bank plc ,</p> <p><b>"Budget Contribution"</b> has the meaning ascribed to the term in the Production Services Agreement,</p> <p><b>"Business"</b> means the business of advancing loans to facilitate the funding of the production costs of television programmes commissioned by the Chargee and/or its Affiliates,</p> <p><b>"CD Loan"</b> means a term loan facility in the amount of £7,680,890,</p> <p><b>"Charged Deposit"</b> means the amount of £7,680,890 held in an account at the Bank in the name of the First Co-Producer (charged in favour of the Bank) and which, following release of the Bank's charge, the First Co-Producer shall apply in accordance with the First Co-Producer</p>	



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	<p>Irrevocable Funding Instructions,</p> <p><b>"Collateral Agreements"</b> means the Investor Loan Agreements, the Share Mortgages, the Investor Payment Instructions and the Receipts Sweep Instructions (as the same may be validly amended, varied, novated or supplemented from time to time in accordance with their terms and the terms of the other Relevant Agreements) together with any other agreement which the Chargee and the Chargor may agree in writing shall be included in this definition,</p> <p><b>"Commissioning Agreement"</b> means the commissioning and distribution agreement concluded on or about the date of the Loan Agreement between the Chargee and the Co-Producers pursuant to which the Chargee commissions the Co-Producers to produce the Programme,</p> <p><b>"Co-Producers"</b> means, collectively, the First Co-Producer and the Second Co-Producer,</p> <p><b>"Debt"</b> means an amount equal to the CD Loan and all other amounts due, owing, payable or outstanding to the Chargee pursuant to and in accordance with the Loan Agreement,</p> <p><b>"Deed of Priority"</b> means the deed of priority to be concluded between the Chargee, the Co-Producers and PSC,</p> <p><b>"Drawdown Notice"</b> means a completed drawdown notice in the form set out in Schedule 2 of the Loan Agreement,</p> <p><b>"Encumbrance"</b> means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the Chargor,</p> <p><b>"Event of Default"</b> means an event or state of affairs described as such in Clause 10.1 of the Deed,</p> <p><b>"First Co-Producer"</b> means Fibonacci Productions Limited,</p> <p><b>"First Co-Producer Investors"</b> means the Investors in the First Co-Producer,</p> <p><b>"First Co-Producer Investor Loan Agreements"</b> means the Investor Loan Agreements to</p>	

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	<p>which the First Co-Producer Investors are party,</p> <p><b>"First Co-Producer Irrevocable Funding Instructions"</b> means the irrevocable funding instructions to be concluded between the Chargee, the Chargor, the First Co-Producer, the Borrower's Bank, the Bank and PSC pursuant to which, inter alia, the Advance is paid to the Bank and the Bank agrees to release its security over the Charged Deposit and transfer the Charged Deposit to, or to the order of, PSC,</p> <p><b>"Investors"</b> means the individuals listed in Schedule 3 of the Loan Agreement and <b>Investor</b> means any one of them,</p> <p><b>"Investor Loan Agreements"</b> means each loan agreement made by the Chargor to an Investor prior to the date of the Loan Agreement,</p> <p><b>"Investor Payment Instructions"</b> means the irrevocable payment directions signed by each First Co-Producer Investor directing the First Co-Producer to pay all amounts otherwise due, owing, payable or outstanding to such First Co-Producer Investor from such First Co-Producer Investor's ownership of shares in the First Co-Producer directly to the Chargor in part repayment of all sums due under the relevant First Co-Producer Investor Loan Agreements,</p> <p><b>"ITSFL Charge"</b> means the deed of charge and security assignment to be granted by ITSFL in favour of the Chargee in connection with the CD Loan,</p> <p><b>"ITSFL Funding Account"</b> will have the meaning ascribed to the term in the First Co-Producer Irrevocable Funding Instruction and into which the Advance will be paid pursuant to and in accordance with the Drawdown Notice,</p> <p><b>"ITSFL Receipts Account"</b> will have the meaning ascribed to the term in the Receipts Sweep Instructions and into which all Receivables are to be paid,</p> <p><b>"Loan Agreement"</b> means a loan agreement dated on or about the date of the Deed under which the Chargee agreed to make available a loan facility to the Chargor to be utilised by the Chargor to prepay part of the Bank Loan and thereby allow the First Co-Producer to utilise the Charged Deposit to partly fund its share of the Budget Contribution,</p> <p><b>"Notices of Assignment"</b> means the notices of assignment of the First Co-Producer Investor Loan Agreements and the Share Mortgages to be given by the Chargor to the First Co-Producer Investors,</p> <p><b>"Parent Guarantee"</b> means the guarantee to be given by Ingenious Media Limited and</p>	

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	<p>Ingenious Media Investments Limited in favour of the Chargee,</p> <p><b>"Permitted Security"</b> means the Security created by the Deed and any other security to which the Chargor is a party to the extent previously approved by the Chargee or any Affiliate of the Chargee in writing or to which the Chargee or any Affiliate of the Chargee is party,</p> <p><b>"Production Services Agreement"</b> means the production services agreement for the Programme concluded on or about the date of the Loan Agreement between the Co-Producers and PSC,</p> <p><b>"Programme"</b> means the animated television programme provisionally entitled "The Ultimate Spider-Man",</p> <p><b>"PSC"</b> means Specimen 00 Productions LLC,</p> <p><b>"Receipts Sweep Instructions"</b> means the irrevocable sweep instructions to be given inter alia by the Chargor and the First Co-Producer to the Borrower's Bank inter alia instructing the Borrower's Bank to pay all sums received into the ITSFL Receipts Account to the Chargee in accordance with the terms thereof,</p> <p><b>"Receivables"</b> means (i) any and all amounts due, owing, payable or outstanding to the Chargor pursuant to and in accordance with, or in relation to, the Investor Loan Agreements and the other Collateral Agreements, (ii) the benefit of all rights and remedies relating to any of the items listed in (i) above including, without limitation, claims for damages and other remedies for non payment of the same (including interest), and (iii) all proceeds of any of the items listed in (i) above or the remedies in (ii) above,</p> <p><b>"Relevant Agreements"</b> means the Loan Agreement, the Security Agreements, the Deed of Priority, the First Co-Producer Investor Loan Agreements, the Share Mortgages, the Investor Payment Instructions, the Notices of Assignment, the First Co-Producer Irrevocable Funding Instructions, the Receipts Sweep Instructions and the waiver letter between inter alia the Co-Producers and the Chargor in favour of the Chargee and certain of its Affiliates dated on or about the date of the Deed,</p> <p><b>"Second Co-Producer"</b> means Helical Productions Limited,</p> <p><b>"Security"</b> means the Encumbrances constituted or evidenced by the Deed,</p> <p><b>"Secured Account"</b> means any account other than the ITSFL Funding Account and the ITSFL Receipts Account which may hereafter be charged or otherwise secured pursuant to a</p>	

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	<p>Permitted Security, in favour of the Chargee and/or any Affiliate of the Chargee in connection with the facilitating by the Chargor of the funding of the production and/or exploitation of the Programme and/or the receipt of any and all revenues and/or other amounts derived or arising therefrom or otherwise in connection therewith,</p> <p><b>"Security Agreements"</b> means</p> <ul style="list-style-type: none"> <li>(a) the ITSFL Charge,</li> <li>(b) the Third Party Security,</li> <li>(c) the Parent Guarantee, and</li> <li>(d) any other security and/or guarantees given on or after the date of the Loan Agreement as security for the obligations and/or liabilities of the Chargor under the Loan Agreement including, for the avoidance of doubt, any such security and/or guarantees given under US law as well as under English law,</li> </ul> <p><b>"Security Assets"</b> means, at any time, all the assets and rights of the Chargor which are the subject of (or expressed to be the subject of) the Security created by the Deed or at any time required to be made the subject of the Security created by the Deed and, unless the context otherwise requires, a reference to a Security Asset includes</p> <ul style="list-style-type: none"> <li>(a) any part of that Security Asset,</li> <li>(b) any proceeds of that Security Asset, and</li> <li>(c) any present and future assets of that type,</li> </ul> <p><b>"Security Period"</b> means the period beginning on the date of the Deed and ending on the date on which the Chargee is satisfied that all of the Secured Obligations have been indefeasibly and irrevocably paid, performed and discharged in full and the Chargee has no continuing obligation in relation to the CD Loan</p> <p><b>"Share Mortgages"</b> means the share mortgages granted by the First Co-Producer Investors in favour of the Chargor by way of security for their obligations under the First Co-Producer Investor Loan Agreements, and</p> <p><b>"Third Party Security"</b> means (i) the English law deed of charge and security assignment to be granted by the First Co-Producer in favour of the Chargee in connection with the CD Loan,</p>	

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	and (ii) the US law security agreement to be granted by the First Co-Producer in favour of the Chargee in connection with the Commissioning Agreement	



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

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

**COMPANY NO. 7014798  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE AND SECURITY  
ASSIGNMENT DATED 29 JULY 2011 AND CREATED BY  
INGENIOUS TREASURY SERVICES (FINANCING) LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO SQUAD PRODUCTIONS LLC (THE CHARGE) 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 10 AUGUST  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 AUGUST 2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES