

# MG01

## Particulars of a mortgage or charge



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LASERFORM

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**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 company. To do this, please use form MG01s

WEDNESDAY



\*A1CXOTOZ\*

A12

11/07/2012

#35

COMPANIES HOUSE

**1**

### Company details

Company number

0 7 9 1 1 1 3 2

Company name in full

BIG SCREEN PRODUCTIONS 23 IM LIMITED

13

For official use



**Filing in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

**2**

### Date of creation of charge

Date of creation

d2 d9 m0 m6 y2 y0 y1 y2

**3**

### Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Deed of Security Assignment and Charge (the "**Deed**") dated 29 June 2012 between Big Screen Productions 23 IM Limited (the "**Chargor**") and Twentieth Century Fox Film Corporation (the "**Chargee**") relating to a film provisionally entitled "The Wolverine" (aka "Wolverine 2") (the "**Film**")

**4**

### Amount secured

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

Amount secured

The Chargor's performance and discharge when due all its obligations under the Loan Agreement and under 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 terms and provisions of the Deed (the "**Secured Obligation**")

[Any capitalised terms 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 9 0 2 1 3

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 under the Deed to perform and discharge when due all its obligations under the Loan Agreement and under the Deed and to repay the Debt when due to the Chargee in accordance with the terms and provisions of the Loan Agreement and the Deed

**2 Security Assignment**

The Chargor, by way of continuing security for the performance of the Secured Obligation, has assigned to the Chargee under the Deed 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]

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 3 Charge

- 3 1 The Chargor, by way of continuing security for the performance of the Secured Obligation, has charged under the Deed with full title guarantee by way of first fixed charge in favour of the Chargee, the Chargor's right, title and interest (if any) both present and future, vested and contingent, statutory and otherwise, in and to those items referred to in paragraph 2 above (Clause 3 of the Deed) (insofar as such items are not effectively assigned pursuant to paragraph 2 above (Clause 3 of the Deed))
- 3 2 The Chargor, by way of continuing security for the full and timely performance of the Secured Obligation, has charged under the Deed with full title guarantee in favour of the Chargee by way of floating charge all those rights, properties and the assets comprising the Collateral whatsoever and wheresoever situated both present and future, to the extent not effectively assigned pursuant to paragraph 2 above (Clause 3 of the Deed) or charged by way of fixed charge under or pursuant to paragraph 3 1 above (Clause 4 1 of the Deed) 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)
- 3 3 The Chargee shall be entitled by notice in writing to the Chargor to convert the floating charge referred to in paragraph 3 2 above (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
- 3 4 The Chargor has undertaken to hold upon trust by way of security for the Chargee absolutely, the entire interest and benefit of the Chargor (if any) in and to all that Collateral or any part thereof which cannot be charged or assigned by the Chargor together with, without limitation, all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral
- 3 5 Paragraph 3 3 above (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)

#### Negative Pledge

- 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

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## 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>extent that it relates to receipts which constitute Borrower's Distributable Receipts in relation to the Film</p> <p>3 7 The security interests in favour of the Chargee created under the Deed shall rank in priority to any other Encumbrances (whether they be fixed, floating or otherwise) created in respect of the Collateral</p> <p style="text-align: center;"><u>SCHEDULE OF DEFINITIONS</u></p> <p><b>Borrower's Distributable Receipts</b> shall have the meaning set out in the Loan Agreement</p> <p><b>Collateral</b> means the property, assets and interests (whether present or future) charged or assigned under 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</p> <p><b>Commissioning and Distribution Agreement</b> shall bear the meaning ascribed to it in the Loan Agreement</p> <p><b>Completion Guarantee</b> means the guarantee of completion of the Film given by the Completion Guarantor in favour of the Chargee</p> <p><b>Completion Guarantor</b> means Twentieth Century Fox Worldwide Productions, Inc</p> <p><b>Debt</b> means the Loan together with interest thereon and all other sums from time to time due and payable to the Chargee under the Loan Agreement and the Deed</p> <p><b>Encumbrance</b> means any mortgage, charge, pledge, hypothecation, lien (other than a lien arising solely by operation of law in the normal course of business, the aggregate amount of which is not material), assignment, option, right of set off, security interest, trust arrangement and any other preferential right or agreement to confer security and any transaction which, in legal terms, is not a secured borrowing but which has an economic or financial effect similar to that of a secured borrowing</p> <p><b>Event of Default</b> means the events set out in Clause 5 2 of the Deed</p> <p><b>IMIL</b> means Ingenious Media Investments Limited (previously called Ingenious Films Limited)</p> <p><b>Loan</b> means such amounts as may be payable under the terms of the Loan Agreement and any and all other amounts paid by the Chargee to the Chargor under the Loan Agreement</p> <p><b>Loan Agreement</b> means the loan agreement dated on or about the date of the Deed between the Chargor and the Chargee</p> <p><b>Members' Agreement</b> means the agreement entered into between the Chargor, IMIL and the Partnership</p> <p><b>Partnership</b> means Big Screen Productions 23 LLP</p>	

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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

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

**Permitted Encumbrance** means the encumbrances created by the "Security Agreements" (as defined in the Loan Agreement)

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X WISSIN LUP

X

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

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## 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 Beth Davitt

Company name Wigin LLP

Address Jessop House

Jessop Avenue

Post town Cheltenham

County/Region Gloucestershire

Postcode G L 5 0 3 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:

- ☒ 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)



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

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

**COMPANY NO. 7911132  
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT  
AND CHARGE DATED 29 JUNE 2012 AND CREATED BY BIG  
SCREEN PRODUCTIONS 23 IM 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  
11 JULY 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JULY 2012**

