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in typescript, or
in bold black
capitals

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LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

A fee of £20 (£13 for forms delivered on or after 1 February
2005) is payable to Companies House in respect of each
register entry for a mortgage or charge.

For official use
71

LLP Number OC308659

Full Name of Limited
Liability Partnership

Ingenious Film Partners LLP ("Chargor")

Date of creation
of the charge

15th March 2008

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

Deed of Security Assignment and Charge ("Deed")

Amount secured by the
mortgage or charge

In consideration of Chargee entering into Completion Guarantee, the
Chargor has covenanted to perform and discharge when due all its
obligations under the Completion Guarantee ("Secured
Obligations").

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

Signed

Wiggin LLP

Date

19th March 2008

On behalf of mortgagee/chargee

(delete as appropriate)

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information that
you give will be visible to searchers of
the public record

Wiggin LLP

95 The Promenade

Cheltenham GL50 1WG

Tel 01242 631 283

E-mail eileen.weinert@wiggin.co.uk

When you have completed and signed the form please send it to the
Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ

DX 33050 Cardiff

Peapod Solutions Ltd

SATURDAY



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COMPANIES HOUSE

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

TWENTIETH CENTURY FOX WORLDWIDE PRODUCTIONS, INC.
P O Box 900
Beverly Hills
California 90213-0900, USA ("Chargee")



Short particulars of all the
property mortgaged
or charged

1 SECURITY ASSIGNMENT

The Chargor, by way of continuing security for the performance of the Secured Obligation, has assigned to the Chargee with full title guarantee (and insofar as necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright, Designs and Patents Act 1988 as the same may be amended or replaced from time to time) all of its right, title and interest (if any) both present and future, vested and contingent, statutory and otherwise, in and to the following in relation to the Film

1 1

the entire copyright and all of the Chargor's other rights in and to the Film and all elements contained therein and in any music, music compositions and/or recordings including lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same and other copyright works produced by or for the Chargor in connection with the Film,

1 2

the rights of copyright and other rights in all underlying material acquired or created by the Chargor upon which the Film is based including the screenplay for the Film,

(continued on Continuation Sheet 1)

Particulars as to
commission allowance
or discount (*note 3*)

N/A

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395 *) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398 *) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398 *) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) * applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal Charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the LLP to any person in consideration of his
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form LLP395 continuation sheet
- 5 A fee of £20 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to Companies House.

*** As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001**

COMPANIES FORM No. LLP395 (Cont.)

**Particulars of a mortgage or charge
(continued)**

**Continuation Sheet 1
to Form No LLP395
Page 1**

**Name of Company: Ingenious Film Partners LLP
Company Number: OC308659**

Short Particulars of all the property mortgaged or charged (cont...)

1. SECURITY ASSIGNMENT cont...

- 1.3 all literary, property and ancillary rights (including, without limitation, all publishing, merchandising, remake, sequel and spin-off rights) in the Film;
- 1.4 all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor in so far as they relate to the Film or to any literary property and ancillary, publishing, merchandising and spin-off rights therein and the benefit of and the benefit of and the proceeds of any insurance policies taken out or to be taken out in connection with the Film,
- 1.5 all other rights and tangible and intangible properties created or acquired or to be created or acquired by the Chargor in connection with the Film;
- 1.6 all rights to distribute, lease, licence, sell, exhibit, broadcast or otherwise deal with the Film, underlying material and ancillary rights by all methods and means in all media throughout the universe including, without limitation, the Chargor's entitlement to receive all monies and other proceeds derived therefrom,
- 1.7 all the Chargor's rights, interests and benefits in and to (i) the Relevant Agreements (other than the Completion Guarantee) 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 in respect thereof and (ii) solely insofar as they relate to the Corporate Member's entitlement to Borrower's Distributable Receipts in respect of the Film as set forth in the Payment Deed, the Members' Agreement and the Operator's Agreement,
- 1.8 the revenues from book debts owed to the Chargor or in respect of, and proceeds of, any or all of the above including, without limitation, any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Film or any part of the Film, all proceeds, profits and products, whether in money or otherwise, from the sale, rental or licensing of the Film and/or any of the elements of the Film including, without limitation, from rights in underlying material or ancillary collateral, allied, subsidiary and merchandising rights;
- 1.9 all income and proceeds derived from any and all of the foregoing;

BUT EXCLUDING

- (a) the benefit of the Commissioning Agreement including any and all amounts payable to the

Name of Company: Ingenious Film Partners LLP
Company Number: OC308659

- Chargor thereunder including, without limitation, the Unsecured Receipts (save to the extent it relates to Borrower's Distributable Receipts);
- (b) the benefit of the Members' Agreement and the Operator's Agreement save to the extent they relate to Borrower's Distributable Receipts,
 - (c) the assets or resources of any member of the Chargor (other than in respect of the Corporate Member, the Borrower's Distributable Receipts),

for the Chargee to hold the same absolutely, throughout the universe, for the full period of copyright (or other rights) in the same wherever subsisting or acquired and all renewals and extensions thereof, and thereafter (insofar as may be or become possible) in perpetuity

2. CHARGE

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 the following in relation to the Film throughout the universe

- 2.1 all copies of the Film and any music and/or sound recordings or other works produced in connection with the Film and all materials in tangible or intangible form incorporating or reproducing the same or any part or element thereof;
- 2.2 all rights and properties, including, without limitation, physical properties created or acquired or to be created or acquired in connection with the production of the Film,
- 2.3 all sums from time to time standing to the credit of the Chargor in any production account established for the Film ("Account(s)"),
- 2.4 the revenues from book debts owed to Chargor in respect of, and all income and proceeds of, any or all of the above;
- 2.5 (insofar as not effectively assigned pursuant to Paragraph 1) those items referred to in Paragraph 1;
- 2.6 any and all chattels in respect of the Film now or hereafter belonging to the Chargor,
- 2.7 (insofar as not effectively assigned pursuant to Paragraph 1) all rights and claims to which the Chargor is or may become entitled in respect of any policy of insurance in respect of any item charged or assigned hereunder,

BUT EXCLUDING

- (a) the benefit of the Commissioning Agreement including any and all amounts payable to the Chargor thereunder including, without limitation, Unsecured Receipts (save to the extent it relates to Borrower's Distributable Receipts),
- (b) the benefit of the Members' Agreement and the Operator's Agreement save to the extent they relate to Borrower's Distributable Receipts,
- (c) the assets or resources of any member of the Chargor (other than in respect of the Corporate Member, the Borrower's Distributable Receipts);

for the Chargee to hold the same absolutely, throughout the universe, for the full period of copyright

Name of Company: Ingenious Film Partners LLP
Company Number: OC308659

(or other rights) in the same wherever subsisting or acquired and all renewals and extensions thereof, and thereafter (insofar as may be or become possible) in perpetuity

3

The Chargor, by way of continuing security for the full and timely performance of the Secured Obligation, has charged with full title guarantee in favour of the Chargee by way of floating charge all those rights, properties and the assets comprising the Collateral whatsoever and wheresoever situated both present and future, to the extent not effectively assigned pursuant to Paragraph 1 above or charged by way of fixed charge under or pursuant to Clause 2 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)

4

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 SAVE FOR the Permitted Encumbrances. 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 and/or the Operator's Agreement to the extent that they relate to receipts which constitute Borrower's Distributable Receipts SAVE FOR the Permitted Encumbrances

Name of Company: Ingenious Film Partners LLP
Company Number: OC308659

Schedule 1 Definitions

"Borrower's Distributable Receipts"	shall have the meaning given to it in the Loan Agreement,
"BSP Ingenious Member"	Big Screen Productions Limited
"BSP2 Ingenious Member"	Big Screen Productions 2 Limited
"BSP Loan Agreement"	the loan agreement dated on or about the date hereof between the BSP Ingenious Member, the BSP2 Ingenious Member and the Studio;
"Collateral"	the property, assets and interests (whether present or future) hereby charged or assigned or to be charged or assigned or each or any of them or part thereof under Paragraphs 1 and 2 above in favour of the Chargee and all other property and assets which at any time are or are required to be assigned or charged in favour of the Chargee under the Deed;
"Commissioning Agreement"	the commissioning and distribution agreement dated on or about the date hereof between the Chargor, Ingenious Film Partners 2 LLP, Big Screen Productions LLP, Big Screen Productions 2 LLP and Studio,
"Completion Guarantee"	the guarantee of completion of the Film given by the Completion Guarantor,
"Completion Guarantor"	Twentieth Century Fox Worldwide Productions, Inc ;
"Corporate Member"	Ingenious Film Partners Limited,
"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"	the feature film provisionally entitled "I Love You, Beth Cooper",
"IFP2 Corporate Member"	Ingenious Film Partners 2 Limited,
"IMIL"	Ingenious Media Investments Limited (previously named Ingenious Films

Name of Company: Ingenious Film Partners LLP
Company Number: OC308659

Limited",

"Loan Agreement"	the loan agreement dated on or about the date hereof between the Corporate Member, IFP2 Corporate Member and Studio,
"Loan"	the IFP Facility (as defined in the Loan Agreement) advanced to the Corporate Member by the Chargee and such other amounts made available to the Chargor by way of capital contribution for the production and completion of the Film,
"Members' Agreement"	the agreement entered into between the Chargor, IMIL and the Corporate Member,
"Operator's Agreement"	the agreement entered into between IMIL and the Chargor relating to the operation of the Chargor;
"Payment Deed"	the payment deed of even date between the Corporate Member, IMIL and the Chargor;
"Permitted Encumbrances"	shall mean the encumbrances created by the "Security Agreements" (as defined in each of the Loan Agreement and the BSP Loan Agreement),
"Recoupment Schedule"	Schedule 7A to the Commissioning Agreement;
"Receipts"	shall have the meaning given to it in the Loan Agreement;
"Relevant Agreements"	the Deed and those agreements listed in Schedule I attached to the Deed, and the Payment Deed;
"Studio"	Twentieth Century Fox Film Corporation, and
"Unsecured Receipts"	that share of Receipts under the Recoupment Schedule to which the Chargor is entitled net (unless the provisions of Clause 13.2(a) of the Commissioning Agreement apply) of the Borrower's Distributable Receipts



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 401(2) of the Companies Act 1985 as applied to
Limited Liability Partnerships pursuant to Paragraph 4 and
Schedule 2 of the Limited Liability Partnerships Regulations 2000.**

LLP NO. OC308659

CHARGE NO. 71

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED THE 15 MARCH 2008 AND CREATED BY
INGENIOUS FILM PARTNERS LLP FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY
PARTNERSHIP TO TWENTIETH CENTURY FOX WORLDWIDE
PRODUCTIONS, INC. UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 AS APPLIED TO
LIMITED LIABILITY PARTNERSHIPS PURSUANT TO
PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY
PARTNERSHIPS REGULATIONS 2000 ON THE 22 MARCH 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 MARCH 2008



Companies House
— for the record —



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