

MG01

Particulars of a mortgage or charge



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

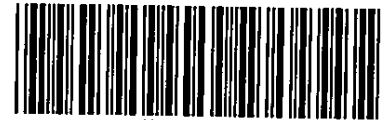
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

WEDNESDAY



"L191YP2X"

LD2

23/05/2012

#16

COMPANIES HOUSE

1

Company details

Company number

0 6 1 3 8 6 1 8

Company name in full

B23 Limited ("**Chargor**")

For official use

1

Filling 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

d1 d4 m0 m5 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 ("**Charge**")

4

Amount secured

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

Amount secured

At any time, all present and future obligations and liabilities (actual or
contingent) of the Chargor (whether or not for the payment of money
and including 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) which are, or are expressed to be, or
may become, due, payable or owing to the Chargee under or in
connection with the Finance Documents and any other Transaction
Documents, together with all costs, charges, taxes or expenses
incurred by the Chargee which the Chargor is obliged to pay under
the Finance Documents and any other Transaction Documents
(hereinafter defined as the "**Secured Obligations**")

(All capitalised terms shall bear the meaning prescribed in the
continuation sheet)

Continuation page

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

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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 EON Productions Limited ("Chargee")

Address c/o Nyman Libson Paul, Regina House

124 Finchley Road, London

Postcode N W 3 5 J S

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 ASSIGNMENT

1 1 The Chargor with full title guarantee and as continuing security for full and timely performance, payment and discharge of the Secured Obligations absolutely assigned to the Chargee (and insofar as is necessary by way of present assignment of future copyright pursuant to Section 91 of the Copyright Designs & Patents Act 1988) all of its rights, title and interest in and to the following throughout the world for the full period of copyright and thereafter in perpetuity

1 1 1 the Underlying Rights,

1 1 2 the copyright and all other rights of every kind and nature (including, without limitation, all intellectual property rights and rights acquired by way of licence) in and to the Film and all musical compositions, scores and sound recordings (including lyrics), sketches, designs, plans and costumes made for or used in the production or distribution of, or featured in, the Film, and all other copyright works produced in connection with the Film (in each case including the right to adapt, transform, record, produce, reproduce, publish or synchronise the same in the Film or to permit the private or public performance of the same by exhibition or broadcast of the Film), whether registered or not (and including all applications for the same) and the title of the Film and all rights to the exclusive use thereof, including all rights of trade marks and service marks, whether registered or not, and all other rights protected pursuant to regulations, laws or principles of law or equity,

1 1 3 the Ancillary Rights,

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 1 4 the benefit of all contracts and policies of insurance or indemnity and cut-through arrangements to any reinsurer, in each case, taken out by or on behalf of the Chargor, or under which the Chargor has an interest, in each case in connection with the Film, and all insurance proceeds at any time paid or payable to the Chargor (including, without limitation, all claims relating to them and any and all rights to require payment of any amount under them and returns of premium in respect of them) pursuant to such policies and arrangements,</p> <p>1 1 5 the benefit of each Transaction Document to which the Chargor is a party including, without limitation, all rights granted and all amounts payable thereunder and the benefit of all representations, warranties, covenants and undertakings and other assurances given to the Chargor under or in respect of any such Transaction Document, (including all causes and rights of action arising under or in respect of any such Transaction Document and any and all rights to make claims or otherwise require payment of any amount under, or performance of, any provision of any such Transaction Document),</p> <p>1 1 6 the benefit of any letter of credit or bond issued in the Chargor's favour, any bill of exchange or other negotiable instrument held by the Chargor and all other agreements entered into or to be entered into by the Chargor in relation to the Film,</p> <p>1 1 7 the right to distribute, lease, licence, sell, exhibit, exploit, broadcast or otherwise deal with the Film, the Underlying Rights and the Ancillary Rights by all methods and means in all media throughout the Territory,</p> <p>1 1 8 all of the Chargor's right, title and interest in and to any and all sums paid or payable to the Chargor now due or which hereinafter may become due to the Chargor by any state, federal, provincial or other governmental body or authority directly or indirectly by way of subsidy, tax credit, tax refund, production credit or similar benefit, or pursuant to any tax shelter, sale and leaseback transaction, co-production structure or similar transaction and all allied, ancillary and subsidiary rights therein,</p> <p>1 1 9 all inventions, processes, formulae, licences, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and company names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying goodwill and other like business property rights relating to the Film, and the right (but not the obligation) to register claims under trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of the Chargor or in the name of the Chargee for past, present or future infringement of trademark or patent,</p> <p>1 1 10 all other accounts receivable, contract rights, general intangibles, intellectual property, investment property, letter of credit rights and supporting obligations, which are related to or used in the Film, and</p> <p>1 1 11 the products and proceeds of any and/or all of the foregoing, including, without limitation, all monies received and receivable for any reason in connection with the above</p>	
	<p>2 FIXED CHARGE</p> <p>The Chargor with full title guarantee charged by way of first fixed charge and as continuing</p>	

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security for the full and timely performance, payment and discharge of the Secured Obligations

2 1 all the rights referred to in paragraph 1 above (Clause 1 of the Charge) to the extent not effectively assigned pursuant to paragraph 1 above (Clause 1 of the Charge),

2 2 all physical properties of every kind and nature of or relating to the Film and all musical scores, lyrics, sound recordings, digital files, DPX files, scripts, sketches plans, designs and other works produced in connection with the Film or otherwise relating to the development, completion, delivery exploitation or distribution of the Film,

2 3 all physical elements of the Film including, without limitation, all negatives, duplicate negatives, inter-negatives, digital intermediate negatives, 35mm 4k digital negatives, hard drives containing original digital footage shot on the Film, including all back up copies, and all DPX files and other conversions of such material, and any and all exposed negative material derived from the production of the Film and all digital cinema distribution masters, 4k digital cinema packages and all other positive copies of the digital files or DPX files, including all inter-positives, positive prints and positive sound and visual material made or to be made incorporating or reproducing all or any part of the Film and the trailer(s) of the Film all pre-print materials, exposed film, developed film, special effects and other physical properties of every kind and nature relating to the Film in any and all formats whether now known or hereafter devised, in whatever stage of completion,

2 4 all sums from time to time standing to the credit of the Chargor in each Account and the debt represented by such Account, from time to time,

2 5 all of its book and other debts and all other amounts due and owing to it and the benefit of all rights, securities or guarantees of any type held by it in relation thereto,

2 6 all shares, stocks, debentures, bonds and other securities and investments owned by it or held by any nominee on its behalf and all dividends, interest or other amounts accruing, paid or payable in connection therewith,

2 7 all plant and machinery, fixtures or equipment or chattels now or hereafter belonging to the Chargor in respect of the Film, including, without limitation, all office machinery, vehicles, trailers, implements, wardrobes, props, scenery, sound stages and equipment, dressing rooms, sets, lighting equipment, cameras and other photographic equipment, sound recording and editing equipment projectors, film developing equipment and machinery and other intangible personal property of every kind and description which the Chargor has acquired or shall acquire in connection with the Film, and all similar goods acquired or to be acquired in substitution or replacement thereof, wherever located,

2 8 the benefit of all Authorisations and the right to recover and receive compensation which may be payable to it in respect of such Authorisations,

2 9 all other properties (whether tangible or intangible) and things of value acquired or to be acquired by the Chargor incorporating or reproducing the Film or any part or element thereof or otherwise in connection with the Film, and

Continued on separate sheet

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	<p>2 10 the products and proceeds of any and / or all of the foregoing, including without limitation, all monies received or receivable for any reason by or on behalf of the Chargor in connection with the above</p> <p>3 FLOATING CHARGE</p> <p>3 1 The Chargor with full title guarantee charged by way of first floating charge as continuing security for the full and timely performance, payment and discharge of the Secured Obligations the entire business, undertaking, property, assets, revenues, rights and uncalled capital, present and future, of the Chargor (but excluding the rights and assets effectively assigned under Clause 1 of the Charge (as set out in paragraph 1 above) or charged by way of fixed charge under Clause 2 of the Charge (as set out in paragraph 2 above) and all its rights and assets not at any time otherwise effectively assigned under Clause 1 of the Charge (as set out in paragraph 1 above) or charged by way of fixed charge under Clause 2 of the Charge (as set out in paragraph 2 above)</p> <p>3 2 Except as provided below, the Chargee may, by notice to the Chargor, convert the floating charge created by Clause 3 of the Charge (as set out in paragraph 3 above) into a fixed charge as regards any of the Chargor's rights and/or assets specified in that notice if</p> <p>3 2 1 an Event of Default occurs, or</p> <p>3 2 2 the Chargee considers those rights or assets to be in danger of being sold or seized under any form of distress, attachment, execution or other legal process, or to be otherwise in jeopardy</p> <p>3 3 The floating charge created under Clause 3 of the Charge (as set out in paragraph 3 above) will automatically convert into a fixed charge over all of the Chargor's rights and assets if</p> <p>3 3 1 an administrator is appointed, or</p> <p>3 3 2 the Chargee receives notice of an intention to appoint an administrator,</p> <p>3 3 3 the Chargor creates, agrees to create or permits to subsist any Encumbrance other than the Permitted Encumbrances on, over or with respect to, the rights or assets secured by floating charge under Clause 3 of the Charge (as set out in paragraph 3 above), or any part of it, or attempts to do so, or</p> <p>3 3 4 any person levies, or attempts to levy, any distress, attachment, execution or other legal process against the rights or assets secured by the floating charge under Clause 3 of the Charge (as set out in paragraph 3 above), or any part of it</p> <p>3 4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3 of the Charge (as set out in paragraph 3 above), which charge is accordingly a qualifying floating charge for such purposes</p> <p>4 CONTINUING SECURITY</p> <p>The security constituted by the Charge is created in favour of the Chargee as continuing security for the full and punctual performance, payment and discharge of all the Secured Obligations and shall extend to the ultimate balance of all of the Secured Obligations, regardless of any intermediate payment or settlement of account or other discharge, whether in whole or in part</p>	

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5 **NEGATIVE PLEDGE**

The Chargor shall not without the prior written consent of the Chargee

- 5 1 create or allow to subsist any Encumbrance (other than the Permitted Encumbrances) on or in respect of any Charged Assets, or
- 5 2 sell, transfer, licence, lease, dispose of or otherwise part with any Charged Assets, or
- 5 3 redeem the security created by the Charge without at the same time redeeming every or any existing or future mortgage, charge or other security of whatever nature for the time being held by the Chargee on property wherever situated and whether now or hereafter belonging to the Chargor in relation to the Film, or
- 5 4 redeem any such mortgage, charge or other security of whatever nature in relation to the Film without at the same time redeeming the security created by the Charge

Continued on separate sheet

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Short particulars	6	DEFINITIONS	
	6 1	"Account" means the Production Accounts and each other account opened by or on behalf of the Chargor with any person from time to time in connection with the Film,	
	6 2	"Ancillary Rights" means all collateral, subsidiary, allied and ancillary rights of every kind and nature in and to the Film including, without limitation, all re-make, sequel and spin-off and other transformative rights, all merchandising, commercial tie-in, literary publishing, music publishing, soundtrack album, non-theatrical (including airline and ship) rights and all wireless and on-line rights, in all media whether now known or hereafter invented,	
	6 3	"Authorisations" means any authorisation, permit, licence, consent or approval required by the Chargor in connection with the entry into, performance, validity and enforceability of this Deed, all documents, receipts, books or records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder or bailee in connection with the Film (or any element thereof) and the equipment containing such books and records and all Transaction Documents to which the Chargor is a party,	
	6 4	"Charged Assets" means the property, assets and interests (whether present or future) which are the subject of any security created by this Deed (and includes all income generated thereby, all proceeds of sale thereof and any present and future property, assets and interests of that type),	
	6 5	"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, arrangement for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be 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 person so agreeing or disposing,	
	6 6	"Event of Default" means	
	6 6 1	any amount payable to the Chargee under any of the Transaction Documents not being paid when due for any reason,	
	6 6 2	any of the Relevant Parties becoming, for the purposes of any law, insolvent,	
	6 6 3	any of the Relevant Parties being unable, being deemed to be unable or admitting in writing its inability, to meet its debts as they fall due (within the meaning given to that expression in Section 123 of the Insolvency Act 1986 or any equivalent legislation),	
	6 6 4	any of the Relevant Parties suspending making payments on any of its debts or announcing an intention to do so or, by reason of actual or anticipated financial difficulties, beginning negotiations with any creditor for the rescheduling of any of its indebtedness,	
	6 6 5	an event occurs which would result in the crystallisation of any floating charges over the whole or any part of the assets and / or undertaking of a Relevant Party,	
	6 6 6	a moratorium being declared in respect of any of the indebtedness of any Relevant Party,	
	6 6 7	any of the Relevant Parties making an assignment for the benefit of creditors or to	

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- an agent authorised to liquidate any substantial amount of its properties or assets,
- 6 6 8 any of the Relevant Parties applying for or consenting to the appointment of a receiver or trustee for it or for a substantial part of its rights, property, business or other assets,
- 6 6 9 any of the Relevant Parties having instituted against it any proceedings for relief under any bankruptcy law or any law for the relief of debtors or having entered against it any order or judgment decreeing its dissolution or division,
- 6 6 10 a meeting of creditors being convened or any composition or arrangement for the benefit of creditors being proposed or entered into relating to any of the Relevant Parties,
- 6 6 11 a petition being presented for the purpose of considering a resolution for the liquidation or administration of any of the Relevant Parties,
- 6 6 12 similar proceedings being taken for the winding up, bankruptcy or dissolution of any of the aforesaid,
- 6 6 13 a distress or execution being levied or enforced upon or issued against the whole or any part of the property of any of the Relevant Parties which is not discharged within forty-eight (48) hours,
- 6 6 14 any event analogous to the foregoing occurring in any jurisdiction, or the Chargee becoming aware of any information or circumstances which lead it, in good faith, to believe that such an event is reasonably likely to occur,
- 6 6 15 any of the Relevant Parties ceasing or threatening to cease to carry on business or the existence of it being terminated,
- 6 6 16 any Encumbrance which affects any assets of the Chargor becoming enforceable or an encumbrancer taking possession or a trustee or receiver or similar officer being appointed, of the whole or, in the opinion of the Chargee, a material part of the assets or undertaking of any Relevant Party,
- 6 6 17 the Chargee becoming aware of any circumstances which leads the Chargee, acting reasonably and in good faith, to believe that a petition for an administration order under Section 9 of the Insolvency Act 1986 may be presented to the court in respect of any of the Relevant Parties and the Chargee being satisfied that any of the Relevant Parties has or may become unable to pay its debts (within the meaning given to that expression in Section 123 of that Act) or such a petition being so presented,

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- 6 6 18 control of any of the Relevant Parties (as defined in Section 450 of the Corporation Tax Act 2010, as amended, or its relevant local legislation) passing to any person or group of persons whose control in the Chargee's good faith opinion results in a material deterioration in any of the Relevant Parties' creditworthiness or any disagreement or deadlock amongst the owners or managers of any of the Relevant Parties occurring which the Chargee believes in good faith may affect the Relevant Party's ability to meet its obligations under the Transaction Documents to which it is a party,
- 6 6 19 any of the Relevant Parties breaching any of the terms, conditions, representations, warranties or undertakings contained in any of the Transaction Documents or the occurrence of an Event of Default under any of the Transaction Documents or any failure by any party to make any payment due, payable, owing or outstanding pursuant to any of the Transaction Documents,
- 6 6 20 any of the Transaction Documents ceasing to be in full force and effect or being terminated or any of the provisions thereof becoming illegal or unenforceable or it becomes illegal for any Relevant Party to perform its obligations under any Transaction Document, or
- 6 6 21 any circumstances arising which in the Chargee's opinion, acting reasonably and in good faith, do or will materially and adversely affect the security conferred or intended to be conferred on the Chargee in connection herewith including, any invalidity, breach, repudiation or threatened repudiation of this Deed or of any of the security created by the Transaction Documents and / or any material adverse change or potential material adverse change in the business or financial condition of any of the Relevant Parties
- 6 7 "Film" means the film provisionally entitled "SKYFALL",
- 6 8 "Finance Documents" means (a) the Production Agreement, (b) the Charge, and (c) any other agreement, deed, notice or certificate entered into or given by any of the Relevant Parties from time to time creating, evidencing or entered into as security for, or for supporting either of, or entered into in accordance with either of, the documents referred to in (a) and (b) above or which the Chargee and the Chargor may from time to time agree constitutes a Finance Document,
- 6 9 "Permitted Encumbrances" means the security interest created by the Charge,
- 6 10 "Production Accounts" means each production account established for or in relation to the Film by the Chargor, from time to time including, without limitation, the accounts listed in the Schedule of the Charge,
- 6 11 "Production Agreement" means a production agreement dated on or about the date of the Charge between the Chargor and the Chargee,
- 6 12 "Relevant Parties" means each party to a Transaction Document, other than the Chargee (to the extent such party has any obligations outstanding under such Transaction Documents),
- 6 13 "Screenplay" means the final screenplay for the Film entitled "SKYFALL" and all drafts of the same,
- 6 14 "Territory" means the universe,
- 6 15 "Transaction Documents" means any and all documents entered into in relation to and/or

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as part of the production, financing and/or exploitation of the Film, and

- 6 16 **"Underlying Rights"** means all of the copyright and other rights of any kind of nature in the material underlying the Film, including, without limitation, all rights in the Screenplay, and all underlying literary, dramatic and recorded material upon which the Film is based or from which it is adapted or developed, in whole or in part, or which may from time to time be included or used in the Film and any other material which is necessary to enable the Film (or any part of element of the Film) to be produced, delivered, exploited, published, reproduced and synchronised in accordance with the terms of the Transaction Documents

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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 Nil

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 *Olsway LLP*

X

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

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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 LJS/CFC/NAM/26363.1

Company name OLSWANG LLP

Address 90 High Holborn

Post town London

County/Region

Postcode W C 1 V 6 X X

Country United Kingdom

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 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. 6138618
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 14 MAY 2012 AND CREATED BY B23
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO EON PRODUCTIONS LIMITED
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 23 MAY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 MAY 2012

Dx



Companies House
— for the record —



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