

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



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
created by an LLP in England and
Wales or Northern Ireland

☐ **What this form is NOT**
You cannot use this form to register
particulars of a mortgage or charge
for a Scottish LLP
To do this, please use form
LL MG01s

THURSDAY



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22/03/2012

#257

COMPANIES HOUSE

1

LLP details

LLP number

O C 3 1 4 0 9 6

OC314069

LLP name in full

Ingenious Film Partners 2 LLP

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 *

2

Date of creation of charge

Date of creation

d 0 d 9 m 0 m 3 y 2 y 0 y 1 y 2

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 9 March 2012 between Ingenious Film
Partners 2 LLP (the "Chargor") and Twentieth Century Fox Worldwide Productions Inc. (the
"Chargee") relating to a film provisionally entitled "The Secret Life of Walter Mitty" (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 of all its
obligations under the Completion Guarantee (the "Secured
Obligation")

Any capitalised terms not otherwise defined herein shall have the
meaning specified in the Schedule to this form LLMG01.

Continuation page

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

RE-SCAN

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5**Mortgagee(s) or person(s) entitled to the charge**

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 Worldwide Productions, Inc.	
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	<u>The Chargor's Covenant</u> 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.	
2	<u>Security Assignment</u> 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) 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 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, 2.2 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, 2.3 all literary, property and ancillary rights (including, without limitation, all publishing, merchandising, remake, sequel and spin-off rights) in the Film; (continued on a continuation sheet)	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 2.4 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,
- 2.5 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,
- 2.6 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,
- 2.7 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 Ingenious Member's entitlement to Borrower's Distributable Receipts in respect of the Film as set forth in the Payment Deed and the Members' Agreement;
- 2.8 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;
- 2.9 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 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 save to the extent it relates to Borrower's Distributable Receipts, (c) the assets or resources of any member of the Chargor (other than in respect of the Ingenious 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
- 3 Charge
- 3.1 The Chargor, by way of continuing security for the performance of the Secured Obligation, has charged (subject to clause 10 of 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 the following in relation to the Film throughout the universe.
- 3.1.1 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

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Short particulars

form incorporating or reproducing the same or any part or element thereof;

3.1.2 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;

3.1.3 all sums from time to time standing to the credit of the Chargor in any production account established for the Film ("Account(s)");

3.1.4 the revenues from book debts owed to Chargor in respect of, and all income and proceeds of, any or all of the above;

3.1.5 (insofar as not effectively assigned pursuant to clause 3 of the Deed (paragraph 2 of this form LLMG01)) those items referred to in clause 3 of the Deed (paragraph 2 of this form LLMG01);

3.1.6 any and all chattels in respect of the Film at the date of the Deed or thereafter belonging to the Chargor,

3.1.7 (insofar as not effectively assigned pursuant to clause 3 of the Deed (paragraph 2 of this form LLMG01)) 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 save to the extent it relates to Borrower's Distributable Receipts, (c) the assets or resources of any member of the Chargor (other than in respect of the Ingenious 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

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 (paragraph 2 of this form LLMG01) or charged by way of fixed charge under or pursuant to clause 4.1 of the Deed (paragraph 3.1 of this form LLMG01) 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 is entitled by notice in writing to the Chargor to convert the floating charge referred to in clause 4.2 of the Deed (paragraph 3.2 of this form LLMG01) 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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 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 this Deed.
- 3.4 The Chargor has undertaken to hold upon trust by way of security for the Chargee, 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 Clause 4.3 of the Deed (paragraph 3.3 of this form LLMG01) 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).
- 3.6 The Chargor shall not without the Chargee's prior written consent (which is given in the deed in respect of the Laboratory Pledgeholder Letter and all the security given to Studio) 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 to the extent that it relates to receipts which constitute Borrower's Distributable Receipts SAVE FOR the Permitted Encumbrances.
- 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

SCHEDULE OF DEFINITIONS

"Borrower's Distributable Receipts" shall have the meaning given to it in the Loan Agreement;

"Collateral" the property, assets and interests (whether present or future) charged or assigned or to be charged or assigned 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 assigned or charged in favour of the Chargee under the Deed,

"Commissioning Agreement" means the commissioning and distribution agreement dated on or about the date of the Deed between Big Screen Productions 9 LLP, Big Screen Productions 18 LLP, Big Screen Productions 19 LLP, Big Screen Productions 20 LLP, Big Screen Productions 21 LLP, Down Productions, Ingenious Film Partners LLP, the Chargor and Studio;

"Completion Guarantee" means the guarantee of completion of the Film given by the Completion Guarantor;

"Completion Guarantor" Twentieth Century Fox Worldwide Productions, Inc ;

"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

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Short particulars

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 have the meaning given to it in Clause 5.1 of the Deed,

"IMIL" Ingenious Media Investments Limited (previously named Ingenious Films Limited),

"Ingenious Member" means Ingenious Film Partners 2 Limited,

"Laboratory Pledgeholder Letter" shall have the meaning given to it in the Loan Agreement;

"Loan Agreement" means the loan agreement entered into between the parties on or about the date of the Deed;

"Members' Agreement" means the agreement entered into between the Chargor, IMIL and the Ingenious Member;

"Payment Deed" the payment deed of even date between the Ingenious Member, IMIL and the Chargor,

"Permitted Encumbrances" shall mean the encumbrances created by the "Security Agreements" (as defined in the Loan Agreement);

"Receipts" shall have the meaning given to it in the Loan Agreement;

"Recoupment Schedule" Schedule 7G to the Commissioning Agreement;

"Relevant Agreements" means the Deed and those agreements listed in Schedule I attached to the Deed, and the Payment Deed,

"Studio" means Twentieth Century Fox Film Corporation; and

"Unsecured Receipts" means that share of the 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

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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

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. 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.

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. 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 property is situated in another part of UK.

9 Signature

Please sign the form here

Signature

Signature

X Wigger 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 Orlando Wells

Company name Wiggins LLP

Address 95 Promenade

Post town Cheltenham

County/Region

Postcode G L 5 0 1 W G

Country

DX

Telephone Cheltenham



Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 LLP 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 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 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 LLPs registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC314069
CHARGE NO. 135

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 9 MARCH 2012 AND CREATED BY
INGENIOUS FILM PARTNERS 2 LLP FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE LIMITED
LIABILITY PARTNERSHIP TO TWENTIETH CENTRY FOX FILM
CORPORATION 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 AS
APPLIED TO THE LIMITED LIABILITY PARTNERSHIPS
(APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009
ON THE 22 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 MARCH 2012

THIS CERTIFICATE HAS
BEEN
AMENDED BY AN
AMENDING
CERTIFICATE DATED

13 APRIL 2012





FILE COPY

**CERTIFICATE OF THE REGISTRATION
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WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
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REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 AS APPLIED TO THE LIMITED LIABILITY
PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006)
REGULATIONS 2009 ON THE 22 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES