

101322

In accordance with
Section 860 of the
Companies Act 2006 as
applied by The Limited
Liability Partnerships
(Application of Companies
Act 2006) Regulations 2009

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 for

You cannot use this form to
particulars of a mortgage or
for a Scottish LLP
To do this, please use form
LL MG01s

FRIDAY



A1XA80Y

A10

05/10/2012

#77

COMPANIES HOUSE

1

LLP details

LLP number

O C 3 1 4 0 6 9

LLP name in full

INGENIOUS FILM PARTNERS 2 LLP

1 4 1 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 2 d 8 m 0 m 9 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 Guarantee, Security Assignment and Charge (the "Deed") dated 28 September 2012 between
Ingenious Film Partners 2 LLP (the "Chargor") and Twentieth Century Fox Film Corporation (the "Chargee")
relating to a film provisionally entitled "Untitled X-Men Project" (the "Film")

4

Amount secured

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

Amount secured

The performance and discharge when due of all the Chargor's obligations
under the Commissioning Agreement, the payment to the Chargee and
discharge when due of the Debt and the performance and discharge when
due of all the Chargor's obligations under Clause 2 of the Deed (as set out
in paragraph 1 of the "short particulars" section of this LL MG01) (the
"Secured Obligations")

[Any capitalised terms not otherwise defined herein shall have the
meaning specified in the schedule to this form LL MG01]

Continuation page

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

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 FILM CORPORATION

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 Guarantee and Undertaking

- 1 1** The Chargor has irrevocably and unconditionally guaranteed to the Chargee the due and punctual performance and discharge on demand of all obligations and liabilities which are now or at any time hereafter shall have become owing by the Ingenious Member to the Chargee under the Loan Agreement (including, without limitation, repayment by the Ingenious Member to the Chargee of the Loan)
- 1 2** The Guarantee given pursuant to paragraph 1 1 above (Clause 2 1 of the Deed) was given subject to, and with the benefit of, the provisions set forth in Schedule 3 of the Deed
- 1 3** The Chargor as principal obligor and as a separate and independent obligation and liability from its liabilities under paragraph 1 1 above (Clause 2 1 of the Deed), has irrevocably and unconditionally agreed to indemnify the Chargee in full on demand against all losses, costs and expenses suffered or incurred by the Chargee arising from or in connection with any failure by the Ingenious Member to perform and discharge on demand all its liabilities and other obligations to the Chargee which are now or at any time hereafter shall have become owing by it to the Chargee pursuant to the Loan Agreement
- 1 4** The Chargor shall be liable to make payment under the indemnity contained in paragraph 1 3 above (Clause 2 3 of the Deed) immediately on demand of the amount demanded which shall not exceed an amount equal to the Ingenious Member's liabilities to the Chargee under the Loan Agreement, together with all costs, expenses, interest and other amounts payable by the Chargor under the Deed
- 1 5** It shall not be necessary (prior to making demand under paragraphs 1 1 or 1 3 above (Clause 2 1 or Clause 2 3 of the Deed)) for the Chargee to make demand on or take proceedings against or take any action to enforce any security given by the Ingenious Member

[CONTINUED ON CONTINUATION SHEET]

LL MG01 - continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 1 6 The Chargor has undertaken to the Chargee that it shall duly and punctually observe and fully perform its obligations under the Commissioning Agreement and the Deed
- 2 **The Chargor's Covenant**
In consideration of Chargee making or continuing to make available the Loan or any other accommodation to the Ingenious Member under the Loan Agreement, the Chargor has covenanted under the Deed (i) to perform and discharge when due all its obligations under the Commissioning Agreement, (ii) to pay to the Chargee and discharge when due the Debt and (iii) to perform and discharge when due all its obligations under paragraph 1 above (Clause 2 of the Deed)
- 3 **Security Assignment**
The Chargor, by way of continuing security for the performance of the Secured Obligations, has assigned under the Deed 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 11 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
 - 3 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,
 - 3 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,
 - 3 3 all literary, property and ancillary rights (including, without limitation, all publishing, merchandising, remake, sequel and spin-off rights) in the Film,
 - 3 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,
 - 3 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,
 - 3 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,
 - 3 7 all the Chargor's rights, interests and benefits in and to (i) the Relevant Agreements 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 including, without limitation, for the avoidance of doubt, the Charge and Deed of Assignment granted by the Production Company (as defined in the Commissioning Agreement) to Chargor on or about the date of the Deed 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,

LL MG01 - continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 3 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,
- 3 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 and (b) payments made under the Completion Guarantee and the benefit of the Completion Guarantee to the extent that such payments made thereunder are made to repay to the Chargor any amounts comprising the IFP2 Initial Funding or the IFP2 Reduced Initial Funding (as applicable) (as both such terms are defined in the Completion Guarantee) except where the enforcement of this Charge results from a Default (as defined in Clause 16 1 of the Commissioning Agreement) by the Chargor unless such Default results directly or indirectly from any default, act or omission of the Chargee, the PSC or the Completion Guarantor under any of the Relevant Agreements (in which case the benefit of the Completion Guarantee shall be excluded from the Collateral), (c) the benefit of the Members' Agreement save to the extent it relates to Borrower's Distributable Receipts, (d) 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
- 4 **Charge**
- 4 1 The Chargor, by way of continuing security for the performance of the Secured Obligations, has charged under the Deed (subject to Clause 11 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
- 4 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 (insofar as not effectively assigned pursuant to paragraph 3 above (Clause 4 of the Deed)) intangible form incorporating or reproducing the same or any part or element thereof,
- 4 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,
- 4 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)"),
- 4 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,
- 4 1 5 (insofar as not effectively assigned pursuant to paragraph 3 above) those items referred to in paragraph 3 above (Clause 4 of the Deed),
- 4 1 6 any and all chattels in respect of the Film now or hereafter belonging to the

LL MG01 - continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Chargor,

4 1 7 (insofar as not effectively assigned pursuant to paragraph 3 above (Clause 4 of the Deed)) 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, the Unsecured Receipts) save to the extent it relates to Borrower's Distributable Receipts and (b) payments made under the Completion Guarantee and the benefit of the Completion Guarantee to the extent that such payments made thereunder are made to repay to the Chargor any amounts comprising the IFP2 Initial Funding or the IFP2 Reduced Initial Funding (as applicable) (as both such terms are defined in the Completion Guarantee) except where the enforcement of this Charge results from a Default (as defined in Clause 16 1 of the Commissioning Agreement) by the Chargor unless such Default results directly or indirectly from any default, act or omission of the Chargee, the PSC or the Completion Guarantor under any of the Relevant Agreements (in which case the benefit of the Completion Guarantee shall be excluded from the Collateral), (c) the benefit of the Members' Agreement save to the extent it relates to Borrower's Distributable Receipts, (d) 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

4 2 The Chargor, by way of continuing security for the full and timely performance of the Secured Obligations, 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 3 above (Clause 4 of the Deed) or charged by way of fixed charge under or pursuant to paragraph 4 1 above (Clause 5 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)

4 3 The Chargee shall be entitled by notice in writing to the Chargor to convert the floating charge referred to in paragraph 4 2 above (Clause 5 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

4 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

4 5 Paragraph 4 3 above (Clause 5 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)

LL MG01 - continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

NEGATIVE PLEDGE

- 4 6 The Chargor shall not without the Chargee's prior written consent (which is given under the Deed in respect of the Laboratory Pledgeholder Letter) 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 in relation to the Film SAVE FOR the Permitted Encumbrances
- 4 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 means the property, assets and interests (whether present or future) charged or assigned under the Deed 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 28 September 2012 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, Big Screen Productions 23 LLP, Big Screen Productions 24 LLP, Big Screen Productions 25 LLP, Ingenious Film Partners LLP, Down Productions, the Chargor and the Chargee

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

Completion Guarantor means Twentieth Century Fox Worldwide Productions Inc

Debt means all sums from time to time due and payable to the Chargee under the Commissioning Agreement together with interest thereon and all other sums from time to time due and payable to the Chargee under the Deed including pursuant to the guarantee provisions thereof

Encumbrance 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

Event of Default means the events set out in Clause 6 1 of the Deed

IMIL means Ingenious Media Investments Limited (previously called Ingenious Films Limited)

Ingenious Member means Ingenious Film Partners 2 Limited

LL MG01 - continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Laboratory Pledgeholder Letter shall have the meaning set out in the Loan Agreement

Loan 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 Ingenious Member under the Loan Agreement

Loan Agreement means the loan agreement dated on or about the date of the Deed between the Ingenious Member and Chargee

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

Payment Deed shall have the meaning set out in the Loan Agreement

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

PSC shall have the meaning set out in the Loan Agreement

Receipts shall have the meaning set out in the Loan Agreement

Recoupment Schedule means Schedule 7E to the Commissioning Agreement

Relevant Agreements means the Deed and those agreements listed in Schedule 1 of the Deed, and the Payment Deed

Unsecured Receipts means the 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

LL MG01

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

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 situated in another part of UK.

9 Signature

Please sign the form here

Signature

Signature

X WISSIN LLP X

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

LL MG01

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



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 Marek George

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 631 242



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



FILE COPY

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. 141

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF GUARANTEE SECURITY
ASSIGNMENT AND CHARGE DATED 28 SEPTEMBER 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 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 AS APPLIED TO THE
LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF
COMPANIES ACT 2006) REGULATIONS 2009 ON THE 5
OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 OCTOBER
2012

13



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES