



Registration of a Charge

Company name: **AVALON TELEVISION LIMITED**

Company number: **02856604**



X9GH19RT

Received for Electronic Filing: **26/10/2020**

Details of Charge

Date of creation: **19/10/2020**

Charge code: **0285 6604 0017**

Persons entitled: **EAST WEST BANK**

Brief description: **PURSUANT TO THE CHARGE (OVER THE FIRST AND SECOND SERIES OF AN EPISODIC TELEVISION SERIES TENTATIVELY ENTITLED "SPITTING IMAGE") DATED 19 OCTOBER 2020 AND ENTERED INTO BETWEEN AVALON TELEVISION LIMITED (THE "CHARGOR") AND AVALON SI PRODUCTIONS LIMITED (THE "BORROWER") AND AVALON MOTION PICTURES LIMITED ("AVALON MOTION") AND TOGETHER WITH THE BORROWER AND AVALON MOTION, COLLECTIVELY THE "CHARGORS") AND EAST WEST BANK (THE "AGENT"), THE CHARGOR (1) ASSIGNS ABSOLUTELY TO THE LENDER ALL OF CERTAIN INTELLECTUAL PROPERTY RIGHTS (INCLUDING, WITHOUT LIMITATION, COPYRIGHTS) AND ALL OF ITS RIGHTS, TITLE AND INTEREST IN RELATION TO CERTAIN ASSIGNED AGREEMENTS AND COLLATERAL ACCOUNTS; (2) CHARGES BY WAY OF A FIRST FIXED CHARGE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ITS LICENCES, PROPERTY, GOODWILL, INVESTMENTS AND COLLATERAL ACCOUNTS AND (3) CHARGES BY WAY OF FLOATING CHARGE, ALL OF ITS PRESENT AND FUTURE ASSET AND UNDERTAKINGS, NOT EFFECTIVELY CHARGED OR ASSIGNED UNDER THE FIXED CHARGE OR ASSIGNMENT (AS DESCRIBED ABOVE), IN FAVOUR OF THE AGENT. FOR FURTHER INFORMATION, PLEASE REFER TO THE CHARGING INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **AKIN GUMP LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2856604

Charge code: 0285 6604 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2020 and created by AVALON TELEVISION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2020 .

Given at Companies House, Cardiff on 27th October 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

19 OCTOBER 2020

**DEED OF SECURITY
ASSIGNMENT AND CHARGE**

BETWEEN

AVALON SI PRODUCTIONS LIMITED
as the Borrower and as a Chargor

AVALON MOTION PICTURES LIMITED
as a Chargor

AVALON TELEVISION LIMITED
as a Chargor

and

EAST WEST BANK
as Agent

We hereby certify that this copy document
is a true copy of the original.

Signed: Nicholas Pascal

Date: 26/10/2020

Solicitor at Allen Gump LLP

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THIS DEED is made the day of 19 October 2020 (this “**Deed**”).

BETWEEN:

- (1) **AVALON SI PRODUCTIONS LIMITED**, a private limited company incorporated under the laws of England and Wales with company number 05319921 and whose registered office is at 4a Exmoor Street, London, W10 6BD (the “**Borrower**”);
- (2) **AVALON MOTION PICTURES LIMITED**, a private limited company incorporated under the laws of England and Wales with company number 04285611 and whose registered office is at 4a Exmoor Street, London, W10 6BD (“**Avalon Motion**”);
- (3) **AVALON TELEVISION LIMITED**, a private limited company incorporated under the laws of England and Wales with company number 02856604 and whose registered office is at 4a Exmoor Street, London, W10 6BD (“**Avalon Television**”, together with the Borrower and Avalon Motion, the “**Chargors**”); and
- (4) **EAST WEST BANK**, in its capacity as agent for itself and the lenders party to the Loan and Security Agreement (as defined below) with its registered office at 9378 Wilshire Boulevard, Suite 100, Beverly Hills, California 90212 (the “**Agent**”).

RECITALS:

- (A) Pursuant to a loan and security agreement dated on or about the date of this Deed and entered into between, amongst others, the Borrower, the Agent and each lender from time to time party thereto (the “**Lenders**”), the Lenders agreed to make available to the Borrower a production term loan facility in the aggregate amount of \$18,000,000 for the purposes of producing, completing and delivering the first and second season of an episodic television series tentatively entitled ‘*Spitting Image*’ (the “**Series**”) and to pay interest, fees, costs and other amounts related thereto (the “**Loan and Security Agreement**”).
- (B) Pursuant to Article 5.1 (*Conditions precedent to initial loan*) of the Loan and Security Agreement, it is a condition precedent to the effectiveness of the Loan and Security Agreement that each Chargor enters into this Deed, in favour of the Agent, on the terms and conditions set out herein.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Defined terms used in this Deed but not otherwise defined herein shall have the meanings set out in the Relevant Documents. In this Deed, the following definitions shall apply:

“**Accounts**” means each of the Production Accounts, the UK Tax Credit Proceeds Account and each other account opened by or on behalf of a Chargor with any person from time to time solely in connection with the Series;

“Affiliate” means, as to any Person, any other Person who directly or indirectly, controls, is controlled by, or is under common control with such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract, or otherwise;

“Authorisations” means any authorisation, permit, licence, consent or approval required by any Chargor in connection with the entry into, performance, validity and enforceability of the Relevant Agreements;

“Britbox License Agreement” means the heads of terms dated 8 January 2020 and entered into between Britbox SVOD Limited and Avalon Television, in respect of the Series;

“Chain-of-Title Documents” means the documents listed in Schedule 1 of the Loan and Security Agreement;

“Collateral” means those assets of each Chargor solely and exclusively related to the Series now or hereafter acquired or arising and regardless of where located and whether or not in possession of each Chargor including, without limitation, all of each Chargor’s rights, title and interest, if any, in and to the following personal property that are solely and exclusively related to the Licensed Seasons of the Series:

- (a) all rights of every kind and nature (including, without limitation, copyrights) in and to any Teleplay (including any and all drafts, versions and variations thereof) and any other literary, musical, dramatic or other material of any kind or nature upon which, in whole or in part, any of the Episodes is or may be based, or from which any of the Episodes is or may be adapted or inspired, or which may be or has been used or included in any of the Episodes, including, without limitation, all scripts, scenarios, teleplays, bibles, stories, treatments, novels, outlines, books, titles, concepts, characters, manuscripts, story boards or other properties or materials of any kind or nature (including, without limitation, electronic data wherever maintained, stored or otherwise located) in whatever state of completion and all drafts, versions and variations thereof (the “Literary Property”);
- (b) all physical properties of every kind or nature of or relating to the Licensed Seasons of the Series, or any of the Episodes in whatever state of completion and all versions thereof, including, without limitation, all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Licensed Seasons of the Series, any of the Episodes and all versions thereof or any part thereof, including, without limitation, the Literary Property and all Season Elements (the “Physical Properties”) and any and all rights of access to removal and transfer of, and duplication and reproduction of, the Physical Properties;
- (c) all physical elements of each Episode of the Licensed Seasons of the Series, including all negatives, duplicate negatives, fine grain prints, soundtracks, positive prints (cutouts and trims excepted), and sound, all video formats (including PAL/NTSC), and other physical properties in connection with any

Episode of the Licensed Seasons of the Series, exposed film, developed film, positives, negatives, prints, answer prints, special effects, pre-print materials (including interpositives, negatives, duplicate negatives, internegatives, colour reversals, intermediates, lavenders, fine grain master prints and matrices and all other forms of pre-print elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether now known or hereafter devised) soundtracks, recordings, audio and video tapes and discs of all types and gauges, cutouts, trims, non-analog recordings and tapes, including without limitation, any video digital recordings and HDTV format recordings and any and all other physical properties of every kind and nature relating to any such Episode in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof (the “Season Elements”);

- (d) all music and musical compositions created for, used in or to be used in connection with the exploitation of the Licensed Seasons of the Series, including, without limitation, all copyrights therein and all rights to perform, copy, record, re-record, produce, publish, reproduce or synchronize any or all of said music and musical compositions as well as all other rights to exploit such music including record, soundtrack recording, and music publishing rights;
- (e) all collateral, allied, ancillary, subsidiary, publishing and merchandising rights of every kind and nature derived from, appurtenant to or related to the Licensed Seasons of the Series or the Literary Property, including, without limitation, all production, exploitation, reissue, remake, sequel, serial or series production rights by use of film, tape or any other recording devices now known or hereafter conceived, devised or created, whether based upon, derived from or inspired by the Licensed Seasons of the Series, the Literary Property or any part thereof; all rights of each Chorgor to use, exploit and license others to use or exploit the Licensed Seasons of the Series any and all novelization, publishing, commercial tie-ups and merchandising rights of every kind and nature, including, without limitation, all novelization, publishing, merchandising rights and commercial tie-ups arising out of or connected with or inspired by the Licensed Seasons of the Series or the Literary Property, the title or titles of the Licensed Seasons of the Series or any Episode, the characters appearing in the Licensed Seasons of the Series or said Literary Property and/or the names or characteristics of said characters, and including further, without limitation, any and all commercial exploitation in connection with or related to the Licensed Seasons of the Series, all remakes or sequels thereof and/or said Literary Property;
- (f) all agreements relating to the development, production, completion, delivery and exploitation of the Licensed Seasons of the Series, including, without limitation, the Production Documents and all agreements for personal services, including the services of writers, directors, cast, producers, special effects personnel, animators, cameramen and other creative, artistic and technical staff and agreements for the use of studio space, equipment, facilities, locations, animation services, special effects services and laboratory contracts;

- (g) all insurance and insurance policies heretofore or hereafter solely placed upon the Licensed Seasons of the Series or the insurable properties thereof and/or any Person engaged in the development, production, completion, delivery or exploitation of the Licensed Seasons of the Series and the proceeds thereof;
- (h) all copyrights, rights in copyrights, interests in copyrights and renewals and extensions of copyrights, heretofore or hereafter obtained upon the Licensed Seasons of the Series or the Literary Property or any part thereof, and the right (but not the obligation) to make publication thereof for copyright purposes, to register claims under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation) after prior notice, to sue in the name of each Chargor and/or in the name of the Agent for past, present and future infringements of such copyrights;
- (i) all rights to produce, acquire, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize or otherwise exploit the Licensed Seasons of the Series, the Literary Property and any and all rights therein (including, without limitation, the rights referred to in subsection (c) above) in perpetuity, without limitation, in any manner and in any media whatsoever throughout the universe, including, without limitation, by projection, radio, all forms of television (including, without limitation, free, pay, toll, cable, sustaining subscription, sponsored and direct satellite broadcast), in theatres, non-theatrically, on cassettes, cartridges and discs and by any and all other scientific, mechanical or electronic means, methods, processes or devices now known or hereafter conceived, devised or created;
- (j) all rights, direct or indirect, to acquire, produce, develop, reacquire, finance, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize, or otherwise exploit the Licensed Seasons of the Series or any rights in the Licensed Seasons of the Series, including, without limitation, pursuant to agreements between any Chargor and any Affiliate of any Chargor which relate to the ownership, production or financing of the Licensed Seasons of the Series;
- (k) all contractual rights and general intangibles which may arise in connection with the creation, production, completion, delivery, financing, ownership, possession or exploitation of the Licensed Seasons of the Series or which grant to any Person any right to acquire, produce, develop, reacquire, finance, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize, or otherwise exploit the Licensed Seasons of the Series or any rights in the Licensed Seasons of the Series and all collateral, allied, ancillary, subsidiary and merchandising rights therein, and all properties and things of value pertaining thereto and all products and proceeds thereof whether now in existence or hereafter made, acquired or produced and the rights and property set forth in subsections “(a)” through “(u),” including, without limitation, all such rights pursuant to agreements between any Chargor and any Affiliate which relate

to the ownership, production or financing of the Licensed Seasons of the Series;

- (l) all rent, revenues, income, compensation, products, increases, proceeds (including proceeds of letters of credit) and profits or other property obtained or to be obtained from the production, release, sale, distribution, sub-distribution, lease, sublease, marketing, licensing, sublicensing, exhibition, broadcast, transmission, reproduction, publication, ownership, exploitation or other uses or disposition of the Licensed Seasons of the Series and/or the Literary Property (or any rights therein or part thereof) in any and all media now known or hereafter conceived, devised or created, including, without limitation, the properties thereof and of any collateral, allied, ancillary, merchandising and subsidiary rights therein and thereto, and amounts recovered as damages by reason of unfair competition, the infringement of copyright, breach of any contract or infringement of any rights, or derived therefrom in any manner whatever;
- (m) any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee with respect to the Licensed Seasons of the Series and any element thereof;
- (n) the benefit of all Authorisations and the right to recover and receive compensation which may be payable in respect of such Authorisations;
- (o) all other properties (whether tangible or intangible) and things of value acquired or to be acquired by each Chargor incorporating or reproducing the Licensed Seasons of the Series or any part or element thereof or otherwise in connection with the Licensed Seasons of the Series;
- (p) all of its Accounts, accounts receivable, contract rights and general intangibles in connection with or relating to the Licensed Seasons of the Series including, without limitation, all rights to receive the payment of money or other valuable consideration and all receivables under present or future contracts or agreements (whether or not earned by performance) from the sale, distribution, exhibition, disposition, leasing, subleasing, licensing, sublicensing and other exploitation of the Licensed Seasons of the Series and/or the Literary Property or any part thereof or any rights therein or related thereto in any medium, whether now known or hereafter conceived, devised or created, by any means, method, process or device in any market;
- (q) all of each Chargor's respective rights, title and interest in, to and under the Distribution Agreements, the Britbox Licensing Agreement, the Production Documents, the UK Commissioning Agreement, the Copyright Mortgage, agreements between any Chargor and any Affiliate(s) of any Chargor which relate to the Licensed Seasons of the Series and all other agreements relating to the Licensed Seasons of the Series under which a Chargor has any rights, including without limitation, any Chargor's rights to receive payments thereunder, and all other rights to receive film rentals, license fees, distribution fees, producer's shares, royalties and other amounts of every description including, without limitation, from: (i) theatrical exhibitors, non-

theatrical exhibitors, television networks and stations and airlines, cable television systems, pay television operators, whether on a subscription, per program charge basis or otherwise, and other exhibitors; (ii) distributors, sub-distributors, lessees, sub-lessees, licensees and sub-licensees (including any subsidiary of any Chargor); and (iii) any other Person that distributes, exhibits or exploits the Licensed Seasons of the Series or the Literary Property or elements or components of the Licensed Seasons of the Series or the Literary Property or rights relating thereto;

- (r) all title or titles of the Licensed Seasons of the Series or any Episode and all of any Chargor's rights to the exclusive use thereof including rights protected pursuant to trademark, service mark, unfair competition and/or other laws, rules or principles of law or equity;
- (s) all inventions, processes, formulae, licenses, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and any Chargor's names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights relating to the Licensed Seasons of the Series or any Episode in connection therewith, and the right (but not the obligation) to register claim 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 a Chargor or in the name of the Agent for past, present or future infringement of trademark or patent;
- (t) any other property of any kind of a Chargor expressly and solely related to Licensed Seasons of the Series, in the possession or under the control of the Agent or a bailee of the Agent; and
- (u) all accessions to, substitution for, and replacements, proceeds and proceeds of proceeds of any of the foregoing, including, without limitation, proceeds of any insurance policies, claims against third Persons, with respect to the foregoing.

"Copyright Mortgage" means the copyright mortgage and assignment dated on or about the date of this Deed and entered into between, amongst others, each Chargor in favour of the Agent, in respect of the Series;

"Delegate" means any person to whom the Agent or a Receiver delegates any power, authority or discretion conferred on it by this Deed or pursuant to applicable law.

"Encumbrance" means any mortgage, charge, security, 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, assignation, title retention, deduction, balancing of accounts or claim of compensation, 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 an **“Event of Default”** as defined under the Loan and Security Agreement;

“Financial Collateral” has the meaning given to that expression in the Financial Collateral Regulations;

“Financial Collateral Regulations” means the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/ 3226*);

“Laboratory” means collectively, the entity or entities detailed in each Laboratory Agreement (as the Laboratory) and (ii) any other laboratory, sound, post-production, or other similar facility, that has been approved by the Agent;

“Laboratory Agreements” means an agreement to be entered into by the Borrower, Avalon Television, the Agent and a Laboratory, in a form approved by the Agent;

“Lenders” shall bear the meaning ascribed to it in Recital A;

“Loan” means the loan facility provided by the Lenders to the Borrower pursuant to the Loan and Security Agreement;

“Loan and Security Agreement” shall bear the meaning as ascribed to it in Recital A;

“Party” means a party to this Deed;

“Permitted Encumbrance” means any Encumbrance which is permitted under the terms and conditions of the Loan and Security Agreement, including without limitation “Permitted Liens” as defined in the Loan and Security Agreement;

“Power of Attorney” means a power of attorney, in the form approved by the Agent, from the Borrower and, amongst others, Avalon Television to the Agent, pursuant to which Avalon Television will be permitted to exercise various of the Agent’s rights in connection with the Series, subject to the terms set forth in the Relevant Documents;

“Production Account” means each production account established for and solely in relation to the Series by each of the Chargors, from time to time;

“Receiver” means a receiver, receiver and manager or administrative receiver, in each case appointed under this Deed or pursuant to any applicable law;

“Relevant Documents” means:

- (a) this Deed;
- (b) the Loan and Security Agreement;
- (c) the Chain-of-Title Documents;
- (d) the Copyright Mortgage;
- (e) the Britbox Licence Agreement;

- (f) the UK Tax Credit Direction to Pay; and
- (g) any other agreement designated as a “**Relevant Document**” by each Chargor and the Agent in writing;

“**Secured Obligations**” has the meaning ascribed to “**Obligations**” in the Loan and Security Agreement;

“**Security Financial Collateral Arrangement**” has the meaning given to that expression in the Financial Collateral Regulations;

“**Security Period**” means the period starting on the date of this Deed and ending on the Maturity Date;

“**Series**” shall bear the meaning ascribed to it in Recital A;

“**Tax**” includes all present and future taxes, imposts, levies, assessments, duties, charges, fees, deductions and withholdings in all relevant jurisdictions and all interest on them, additions to them and penalties and fines in respect of them;

“**Tax Act**” means the Corporation Tax Act 2009;

“**UK Commissioning Agreement**” means the UK commissioning agreement dated on or about the date of this Deed and entered into between each of the Chargors, in respect of the Series;

“**UK Tax Credit**” means Avalon Television’s rights and interests in and to all film tax credits and certificates (and proceeds thereof) issued to the Chargors in accordance with the Tax Act, including the enhanced tax deduction with a payable cash element in respect of surrendered losses to which Avalon Television is entitled calculated in accordance with Part 15 of the Tax Act;

“**UK Tax Credit Direction to Pay**” means the irrevocable direction to pay issued by the Agent to Her Majesty’s Revenue and Customs on or about the date hereof directing the UK Tax Credit Proceeds payable to Avalon Television in connection with the Series to be paid to the UK Tax Credit Proceeds Account;

“**UK Tax Credit Proceeds**” means the right to make a claim for and be paid the UK Tax Credit, and all proceeds standing to the credit of the UK Tax Credit Proceeds Account and any other account containing the same and benefits derived from it or them, and all other rights in connection with and proceeds derived from the UK Tax Credit; and

“**UK Tax Credit Proceeds Account**” means a bank account in the name of Avalon Television, bank account number REDACTED and sort code REDACT held at the branch of Royal Bank of Scotland, located at 250 Bishopsgate, London EC2M 4AA, into which the UK Tax Credit Proceeds shall be paid.

- 1.2 Any capitalised terms used, but not otherwise defined herein, shall have the meanings ascribed in the Relevant Documents.

- 1.3 Words denoting the singular shall include the plural and vice versa, words denoting any gender shall include every gender and words denoting persons shall include corporations and vice versa.
- 1.4 Any reference in this Deed to any statute, statutory provision, delegated legislation, code or guideline shall be a reference thereto as the same may from time to time be amended, modified, extended, varied, superseded, replaced, substituted or consolidated.
- 1.5 Any reference in this Deed to security constituted by this Deed becoming, or being, enforceable (with related words being construed accordingly) are references to such security becoming, or being, enforceable in accordance with clause 6 of this Deed.
- 1.6 Unless otherwise stated time shall be of the essence for the purpose of the performance of each Chargor's obligations under this Deed.
- 1.7 References to this Deed or to any other document shall be construed as a reference to this Deed or that document as amended, restated, modified, varied, novated or supplemented (including any supplement providing for further credit advances) from time to time.
- 1.8 The clause headings in this Deed are for the convenience of the parties only and shall not limit, govern or otherwise affect the interpretation of this Deed in any way.
- 1.9 It is intended by the Parties that this document will take effect as a deed despite the fact that a Party may only execute this Deed under hand.
- 1.10 Each Chargor acknowledges that it has been provided with a copy of the Loan and Security Agreement.
- 1.11 The covenants implied for a disposition with full title guarantee by the Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the grants and assignments by each Chargor to the Agent set out in this Deed throughout the world.
- 1.12 Unless the context requires otherwise, a reference to "**rights**" includes all rights, title, benefits, powers, discretions, claims and interests (whether present, future, vested, contingent, statutory or otherwise).
- 1.13 In this Deed references to "**copyright**" or "**sound recordings**" and to all other rights therein mentioned shall (where the context requires or admits) be construed in accordance with the Copyright, Designs and Patents Act 1988 and the covenants implied by Sections 2(1) and 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the assignment hereby created.
- 1.14 If the rules against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

2. COVENANT TO PAY

- 2.1 In consideration of the Agent entering into the Loan and Security Agreement and making available the Loan to the Borrower in accordance with the terms of the Loan

and Security Agreement, each Chargor hereby irrevocably and unconditionally covenants to perform, pay and discharge to the Agent all Secured Obligations from time to time due, owing or payable to the Agent under the Relevant Documents, as and when they become due and payable in accordance with the Relevant Documents.

- 2.2 Each Chargor as principal obligor and as a separate and independent obligation and liability from its liabilities under clause 2.1, irrevocably and unconditionally agrees to indemnify the Agent in full on demand against all losses, costs and expenses suffered or incurred by the Agent from or in connection with any failure by each Chargor to pay, perform and discharge on demand the Secured Obligations.
- 2.3 Each Chargor shall be liable to make payment under the indemnity contained in clause 2.2 immediately on demand of the amount demanded together with all costs, expenses, interest and other amounts payable by each Chargor under this Deed.
- 2.4 It shall not be necessary (prior to making any demand under clauses 2.1 or 2.2) for the Agent to make a demand on or take proceedings against or take any action or enforce any security given by each Chargor or any other person.
- 2.5 Notwithstanding anything to the contrary in any Relevant Document, it is expressly agreed and understood that:
- (a) the sole recourse of the Agent to a Chargor under this Deed is to each Chargor's rights, title and interest in and to the Collateral; and
 - (b) the liability of each Chargor to the Agent pursuant to or otherwise in connection with the Relevant Documents and the Secured Obligations shall be:
 - (i) limited to an aggregate amount equal to the amount recovered as a result of enforcement of this Deed with respect to the Collateral; and
 - (ii) satisfied only from the proceeds of sale, other disposal or realisation of the Collateral pursuant to this Deed.
- 2.6 If a Chargor fails to pay any sum on the due date for payment it shall pay interest on any such sum (before and after any judgment) from the date of demand until the date of payment calculated in accordance with, and to the extent required by, Section 3.3 (*Default Interest*) of the Loan and Security Agreement.

3. SECURITY ASSIGNMENT

- 3.1 Each Chargor, by way of continuing security for the full and timely performance, payment and discharge of the Secured Obligations, hereby assigns to the Agent 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), all of its rights, title and interest both present and future, vested and contingent, statutory or otherwise, in and to the Collateral that is capable of assignment by way of security.
- 3.2 The assignment in clause 3.1 is subject to the proviso of re-assignment in clause 11 below.

3.3 In this Deed, the covenants implied by Sections 2(1) and 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the assignment hereby created.

4. **CHARGE**

4.1 Each Chargor, by way of continuing security for the full and timely performance, payment and discharge of the Secured Obligations, hereby charges with full title guarantee by way of first fixed charge in favour of the Agent, each Chargor's right, title and interest (if any) both present and future, vested and contingent, statutory and otherwise, in and to the Collateral (insofar as such items are not effectively assigned or capable of assignment pursuant to clause 3).

4.2 Each Chargor, by way of continuing security for the payment and discharge of the Secured Obligations, hereby charges with full title guarantee in favour of the Agent by way of first floating charge each Chargor's right, title and interest (if any) comprising the Collateral whatsoever and wheresoever situated both present and future, to the extent not effectively assigned or capable of assignment pursuant to clause 3 above or charged by way of first fixed charge under or pursuant to clause 4.1 above and each Chargor agrees not to part with, sell or dispose of the whole or part of said assets except as permitted or provided in the Relevant Documents to which each Chargor is party.

4.3 Except as provided in clause 4.4, the Agent shall be entitled, by notice in writing to the Chargors, to convert the floating charge referred to in clause 4.2 into a fixed charge as regards any of each Chargor's rights and/or assets specified in that notice if the Agent 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.

4.4 The floating charge created by clause 4.2 will automatically convert into a fixed charge over all of each Chargor's rights and assets if:

- (a) an Event of Default occurs;
- (b) an administrator, a Receiver or a Delegate (following the occurrence of an Event of Default) is appointed;
- (c) the Agent receives notice of an intention to appoint an administrator, a Receiver or a Delegate;
- (d) each 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 4.2, or any part of it, or attempts to do so; or
- (e) any person levies, any distress, attachment, execution or other legal process against the rights or assets secured by the floating charge under clause 4.2, or any part of them.

4.5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge created pursuant to this Deed..

- 4.6 Each Chargor undertakes to hold upon trust by way of security for the Agent absolutely, the entire interest and benefit, if any, of each Chargor in and to all that Collateral or any part thereof which cannot be charged or assigned by each Chargor together with, without limitation, all proceeds, money and other rights and benefits to which each Chargor is beneficially entitled in respect of such Collateral.

5. NEGATIVE PLEDGE

- 5.1 Each Chargor hereby covenants with the Agent that each Chargor shall not without the prior written consent of the Agent:

- (a) create or allow to subsist or arise any Encumbrance other than the Permitted Encumbrances on or in respect of the Collateral (or any part thereof); or
- (b) excluding the Permitted Encumbrances, sell, transfer, licence, lease, dispose of or otherwise part with the Collateral (or any part thereof), other than pursuant to the Relevant Agreements.

- 5.2 Notwithstanding anything contained herein if each Chargor charges, pledges or otherwise encumbers any of the Collateral (other than the Permitted Encumbrances), the charges created herein in favour of the Agent shall rank in priority to such other charges, pledges or encumbrances whether they be fixed, floating or otherwise.

6. ENFORCEMENT

- 6.1 Without prejudice to any other right or remedy of the Agent, the security created by this Deed shall become enforceable upon or at any time after an Event of Default occurs and is continuing.

- 6.2 After the occurrence of an Event of Default which is continuing, the Agent may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Collateral and take any and all such other action permitted pursuant to the terms of the Loan and Security Agreement.

7. EXERCISE OF RIGHTS

- 7.1 At any time after the occurrence of an Event of Default which is continuing (and which has not been cured to the satisfaction of the Agent in accordance with the terms and conditions of the Loan and Security Agreement), the Agent may:

- (a) in relation to the Collateral exercise the power of sale conferred by Section 101 of the Law of Property Act 1925 (the “LPA”) as though this Deed were a mortgage made by deed and sell, call in, collect, convert into money or otherwise deal with or dispose of the Collateral or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Agent may think fit;
- (b) exercise all of the powers set out in the LPA, Schedules 1 and B1 to the Insolvency Act 1986 and any other powers the Agent may have by law;

- (c) in writing, delegate (either generally or specifically) by power of attorney or in any other manner to any Delegate any right, power, authority or discretion conferred on it by this Deed; and / or
- (d) in writing, appoint a Receiver over all or any part of the Collateral upon such terms as the Agent shall think fit and remove the Receiver and appoint another in his place and exercise any or all of the powers which a Receiver could exercise.

7.2 If a Receiver is appointed he shall (save as otherwise required or provided as a matter of law) be the agent of each Chargor (which shall alone be personally liable for the Receiver's acts, defaults and remuneration) and, without prejudice to any other powers the Receiver may have by law (notwithstanding that he is or may not be an administrator or an administrative receiver), he shall have all the powers set out in the LPA, Schedules 1 and B1 to the Insolvency Act 1986 and in addition shall have power:

- (a) to delegate any of power, authority or discretion conferred on it by this Deed or any applicable law to any Delegate;
- (b) to enter upon any premises necessary and to take possession of, collect, get in or realise all and any part of the Collateral and to take, enforce, defend or abandon any actions, suits and proceedings in the name of each Chargor or otherwise in relation to the Collateral as he or the Agent shall think fit;
- (c) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is a creditor of each Chargor in relation to the Collateral or any part thereof;
- (d) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing of any Collateral and to vary, terminate or accept surrenders of leases or licences in respect of any of the Collateral in such manner and generally on such terms and conditions as he or the Agent shall think fit and to carry any such transactions into effect in the name of and on behalf of each Chargor or otherwise;
- (e) to take any steps that may be necessary or desirable to effect compliance with all or any of the agreements hereby assigned;
- (f) to carry on, manage or concur in carrying on and managing the business of each Chargor solely in respect of the Series or any part thereof including, without limitation, to take over and complete the production of the Series;
- (g) to raise or borrow any money that may be required upon the security of the whole or any part of the Collateral or without such security upon such terms as the Agent or he shall think fit;
- (h) to give valid receipts for all monies and execute any document and do all such things which may be proper or desirable for the sole purpose of realising the Collateral;

- (i) to appoint and discharge advisers, managers, agents, officers, employees, contractors and workmen at such salaries and for such periods and on such other terms as the Receiver or the Agent may determine;
- (j) to make any contract, arrangement or compromise, pay any compensation or incur any obligation and enter into any contracts which he or the Agent shall think expedient in the interests of the Agent in respect of the Collateral;
- (k) in respect of the Collateral, to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he or the Agent lawfully may or can do;
- (l) to exercise all such other power and authority in relation to all or any part of the Collateral as he or the Agent shall think fit to confer and so that he or the Agent may in relation to all or any part of the Collateral exercise and confer any powers and authorities which it could exercise and confer if it had full title guarantee thereto;
- (m) to form or procure the formation of a new corporation, trust or partnership (a “**new vehicle**”); to subscribe for or acquire any investment in such new vehicle; to transfer or transfer any right in or grant any lease or licence in any Collateral to such new vehicle; and to sell, transfer, assign, exchange or otherwise dispose of any such investment or any rights attaching thereto;
- (n) to delegate any of the Receiver’s powers under this Deed; and
- (o) to exercise in relation to the Collateral or any part of it an election in accordance with paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 and/or to revoke any such election,

provided always that nothing herein contained shall make the Agent liable to the Receiver in respect of his remuneration, costs, charges or expenses or otherwise for which (subject to any applicable law) together with the Receiver’s acts, contracts, defaults and omissions any Chargor alone shall be liable.

- 7.3 The foregoing powers of sale and of appointing a Receiver shall be exercisable without any restrictions (such as but not limited to those contained in Sections 103 and 109 of the LPA) but subject always to the provisions of the Enterprise Act 2002 and the Insolvency Act 1986.
- 7.4 The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Agent under the LPA to the extent the LPA may be relevant to the security hereby created and the Receiver shall have and be entitled to exercise all powers conferred under the LPA in the same way as if he had been duly appointed thereunder. Such power to appoint a Receiver conferred by this Deed or statute shall be and remain exercisable by the Agent notwithstanding any prior appointment in respect of all or any part of the Collateral.
- 7.5 The Agent or the Receiver may enforce the security created by this Deed, after the occurrence of an Event of Default which is continuing, in any order which the Agent or the Receiver in its absolute discretion thinks fit.

- 7.6 The Agent may appoint more than one Receiver and in such event any reference in this Deed to a Receiver shall apply to both or all of the Receivers so appointed and the appointment of Receivers so made shall be deemed to be a joint and several appointment and so that the rights, powers, duties and discretions vested in the Receivers so appointed may be exercised by them all jointly or severally by each of them.
- 7.7 No Chargor shall, nor shall the Receiver, by reason of the Agent or the Receiver entering into possession of the Collateral or any part thereof, be liable to account as Agent in possession or for any default or omission of any nature whatsoever for which a Agent in possession might be liable, or be liable for any loss or damage occasioned by or upon realisation or diminution in value happening in or about the exercise of any power conferred hereby or by statute and no Chargor shall have any right of action or claim against the Agent on the grounds that a better price could or might have been obtained on any such realisation, sale or disposal. The Agent and the Receiver shall be entitled to all the rights, powers, privileges and immunities conferred by statute on the Agent and the Receiver.
- 7.8 After the occurrence of an Event of Default which is continuing, each Chargor declares that it will hold the Collateral (subject to each Chargor's right of redemption) upon trust to convey, assign or otherwise deal with the same in such manner and to such person as the Agent shall direct and declare that it shall be lawful for the Agent by an instrument under its common seal to appoint a new trustee or trustees of the Collateral and in particular, but without limitation, at any time or times to appoint a new trustee or trustees thereof in place of a Chargor.
- 7.9 The Agent shall have the right at its complete discretion to give time or indulgence to or compound with and to make such other arrangement of whatsoever nature as it shall see fit with a Chargor or any other person, firm, company or other organisation without prejudice to a Chargor's liability hereunder or the Agent's right and title to the Collateral and any monies received by the Agent from any other person, firm, company or other organisation may be applied by the Agent to any account or transaction of such persons or otherwise as the Agent shall see fit.
- 7.10 After the occurrence of an Event of Default which is continuing, the Agent may redeem any Encumbrance having priority to the security created under this Deed or procure the transfer thereof to itself and may settle and pass the accounts of the encumbrancer and any account so settled and passed shall, in the absence of manifest error, be conclusive and binding on each Chargor and all monies paid by the Agent to the encumbrancer in accordance with such accounts shall as from such payment be due from each Chargor to the Agent and shall bear interest, fees, costs and charges owing hereunder.
- 7.11 After the occurrence of an Event of Default which is continuing, the Agent, a Delegate or a Receiver may (but shall not be obliged to) do all such things and incur all such expenditure as the Agent, a Delegate or a Receiver shall in their sole discretion consider necessary or desirable to remedy such default or protect or realise the Collateral or its interests under this Deed and in particular (but without limitation) may pay any monies which may be payable in respect of any of the Collateral and any monies expended in so doing by the Agent, the Delegate or Receiver shall be deemed an expense properly incurred and shall be recoverable from the Collateral.

- 7.12 Any monies obtained by the Agent, a Delegate or by a Receiver appointed hereunder whether by sale of any of the Collateral or otherwise shall be applied in payment of all costs and expenses incurred and incidental to the powers conferred on the Agent, a Delegate or the Receiver hereunder.

8. PROTECTION OF THIRD PARTIES

- 8.1 No purchaser, mortgagee or other third party dealing with the Agent and/or Receiver shall be concerned to enquire whether any of the powers which the Agent or the Receiver has exercised or purported to exercise has arisen or become exercisable or whether the security created hereunder has become enforceable, or as to the propriety or validity of the exercise or purported exercise of any such power or to see to the application of any money paid to any Chargor or such Receiver or otherwise as to the propriety or regularity or any other dealing by the Agent or the Receiver and in the absence of bad faith on the part of such third party, such dealing shall be deemed to be within the powers conferred hereunder and to be valid and effectual accordingly and the title of a purchaser and the position of such a person shall not be prejudiced by reference to any of those matters.
- 8.2 The receipt of the Agent or the Receiver shall be an absolute and conclusive discharge to a purchaser and shall relieve such person of any obligation to see to the application of any sums paid to or by the direction of the Agent or the Receiver.
- 8.3 To the extent that: (i) the Collateral constitutes Financial Collateral; and (ii) this Deed and the obligations of each Chargor under it constitutes a Security Financial Collateral Arrangement, the Agent shall have the right, after the occurrence of an Event of Default which is continuing, to appropriate all or any of the Collateral in any order that the Agent may, in its absolute discretion, determine.
- 8.4 The value of any Collateral appropriated in accordance with clause 8.3 shall be:
- (a) in the case of cash, the amount standing to the credit of any account of any Chargor with any bank, financial institution or other person, together with all interest accrued but unposted, at the time the right of appropriation is exercised; and
 - (b) in the case of any shares, the price of those shares at the time the right of appropriation is exercised as listed on any recognized market index or determined by any other method that the Agent may select (including independent valuation).
- 8.5 Each Chargor agrees that the methods of valuation provided for in clause 8.4 are commercially reasonable for the purposes of the Financial Collateral Regulations.

9. REPRESENTATIONS AND WARRANTIES BY EACH CHARGOR

- 9.1 On the date of this Deed, each Chargor represents, warrants and covenants (as applicable) to the Agent that:
- (a) **Status:**

Each Chargor is a private limited company, incorporated and validly existing and in good standing under the laws of England and Wales.

(b) **Powers and authorisations:**

- (i) Each Chargor's constitutional documents (which are its memoranda and articles of association) include provisions which give each Chargor all necessary corporate power and authority to own its assets, to carry on its business as it is now being conducted and each Chargor is duly qualified to do business in all jurisdictions where a qualification is necessary and to enter into and perform the Relevant Documents to which it is a party;
 - (ii) each Chargor has full capacity to enter into the Relevant Documents to which it is a party and all other agreements and documents required hereunder, including, without limitation, the Relevant Documents and has the full capacity to charge and assign to the Agent the Collateral;
 - (iii) each Chargor has taken all necessary corporate and other action to authorise the execution, delivery and performance of the Relevant Documents to which it is a party;
 - (iv) it is up-to-date in the filing of all corporate returns and filings; and
 - (v) it has not received notice of any proceedings to cancel its incorporation or otherwise terminate its existence.
- (c) **No misleading information:** to the best of its knowledge, this Deed contains no untrue statements by each Chargor of any material fact and does not omit to state any material fact necessary in order to make the statements contained herein or therein, made by each Chargor, not misleading;
- (d) **Binding effect:** this Deed constitutes the legal, valid and binding obligations of each Chargor enforceable in accordance with its terms, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium, and other similar laws affecting creditors' rights generally and by general principles of equity;
- (e) **Third party consents:** all other requirements of governmental, judicial and public bodies and authorities required in connection with the execution, delivery, performance, validity, admissibility in evidence and enforceability of the Relevant Documents to which it is a party have been obtained or effected (or, in the case of registrations, will be effected within any applicable required period) and (if obtained or effected) are in full force and effect;
- (f) **Ownership:** Each Chargor is the legal and beneficial owner of the Collateral, subject only to this Deed and the Permitted Encumbrances;
- (g) **Encumbrances:** The Collateral is free from any Encumbrance other than the security created by this Deed and the Permitted Encumbrances;

- (h) **No default:** no event has occurred which constitutes a Default under any Relevant Document to which it is a party.
- (i) **Solvency:** (a) Each Chargor is, and as a result of entering into the Relevant Documents to which it is a party will remain solvent and able to pay its debts as they fall due and is not, and will not, be deemed to be unable to pay its debts within the meaning of applicable legislation (including, without limitation, section 123 of the Insolvency Act 1986); (b) the transactions contemplated by the Relevant Documents to which it is a party are of commercial benefit to it; (iii) no petition to wind up or for the making of an administration order in relation to any Chargor has been presented; (iv) no notice of any meeting to pass a resolution to wind up any Chargor has been issued; and (v) no receiver, administrator, administrative receiver or liquidator has been appointed in respect of any Chargor or any of its property or assets;
- (j) **Termination:** No Chargor shall terminate any of its rights under any Relevant Document to which it is a party, until the expiry of the Security Period; and
- (k) **Rights in the Series and Collateral:** save as permitted under the Relevant Documents and subject to the Permitted Encumbrances, it has not granted any third party any rights in the Series, which are or might either be inconsistent with or derogate from the rights granted to or purported to be granted to the Agent under this Deed.

9.2 Each Chargor hereby covenants and undertakes with the Agent that it will:

- (a) remain liable under the agreements (including, without limitation, the Relevant Documents) charged or assigned hereunder to perform all the obligations assumed by it thereunder;
- (b) at all times comply with all of the terms of this Deed and the other Relevant Documents to which it is a party;
- (c) obtain, maintain and promptly renew from time to time all Authorisations and other requirements of which it has the benefit at the date of this Deed or required for the validity or enforceability of the Relevant Documents to which it is a party and will comply with the applicable terms;
- (d) take all steps in each relevant Chargor's powers to protect and preserve its rights in the Series; not require the Agent to enforce any term of any of the Relevant Documents to which it is a party against any party (it being acknowledged that in no circumstances shall the Agent have any obligation so to enforce);
- (e) promptly, upon becoming aware of it, notify the Agent of any occurrence of any Event of Default;
- (f) upon the request of the Agent following the occurrence of an Event of Default which is continuing, give written notice (in such form and to such persons as the Agent may require) of the security and assignment of its rights, title, interest and benefit hereby created;

- (g) at the Agent's expense, execute (1) financing statements under Uniform Commercial Codes of such states in the United States of America and (2) any other registrations or filings as may be required in other applicable jurisdictions, as the Agent may consider appropriate to perfect or protect the Agent's security hereunder promptly following request by the Agent;
- (h) not to sell, transfer, dispose of or part with possession or control of or attempt to sell, transfer or dispose of the Collateral or any part of it or any interest in it except as permitted under the Relevant Documents; and
- (i) promptly upon becoming aware of the same notify the Agent of any material loss, theft, damage or destruction of the Collateral or any part of it.

10. COSTS AND INDEMNITY

- (a) Each Party to this Deed shall pay its own costs incurred in connection with the negotiation, preparation, execution and registration of this Deed and any documents referred to in it.
- (b) Each Chargor shall promptly, and in any event within 5 Business Days of request, indemnify the Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:
 - (i) any default by a Chargor in the performance of any of the obligations expressed to be assumed by it under this Deed;
 - (ii) the taking, holding, protection or enforcement of this Deed and any of the Collateral;
 - (iii) the exercise of any of the rights, powers, discretions, authorities and remedies vested in each Receiver and Delegate by the Relevant Documents or by law; or
 - (iv) any claim made against any Chargor during the Security Period for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Series.

11. UNDERTAKING FOR REASSIGNMENT

Upon the expiry of the Security Period, the Agent will at each Chargor's request and expense:

- (a) reassign to each Chargor, or to each other person as it may direct, the rights, title, interest and benefits that each Chargor has assigned to the Agent as security;
- (b) release the Collateral charged pursuant to Clause 4; and
- (c) upon written request and at each Chargor's expense, execute and deliver to the Chargors all documents and instruments reasonably required or desirable to effect the said reassignment and release.

12. NATURE OF THE SECURITY

- 12.1 The security created by this Deed is a continuing security and shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other act, omission or matter whatsoever which but for this provision might operate to release or otherwise exonerate any Chargor from its obligations hereunder or affect such obligations or release or diminish the security conferred hereunder and is in addition to and shall not merge into or otherwise prejudice or affect any guarantee, Encumbrance or other right or remedy now or hereafter held by or available to the Agent.
- 12.2 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, mortgage or other security or any contractual or other right which the Agent may at any time have for any money or liabilities or other sums due or incurred by each Chargor to the Agent or any right or remedy of the Agent thereunder and any receipt, release or discharge of the security provided by, or of any liability arising under, this Deed shall not release or discharge each Chargor from any liability to the Agent for the same or any other moneys which may exist independently of this Deed.
- 12.3 Where any discharge (whether in respect of the obligations of each Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of each Chargor under this Deed shall continue as if the discharge or arrangement had not occurred. The Agent may concede or compromise any claim by any person that any payment, security or other disposition is liable to avoidance or restoration.
- 12.4 The liabilities and obligations of each Chargor under this Deed shall not be discharged, prejudiced or affected by any act, omission, matter or thing which, but for this clause 12.4, would reduce, release or prejudice any of its liabilities and obligations under this Deed, including (whether or not known to it or the Agent):
- (a) any intermediate payment, settlement of account or discharge in whole or in part of the Secured Obligations;
 - (b) any time, waiver or consent granted to, or composition with, each Chargor or other person;
 - (c) the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor of any Chargor;
 - (d) the taking, variation, compromise, exchange, renewal or release of, or refusal, omission or neglect to perfect, take up or enforce, any rights against, or security over assets, of each Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security or the Agent from time to time, dealing with, exchanging, varying, realising, releasing or failing to perfect or enforce any of the same;

- (e) any incapacity or lack of power, authority of legal personality of or dissolution or change in the members of status of each Chargor or any other person;
- (f) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Relevant Agreement or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Relevant Document or other document or security;
- (g) any partial or total unenforceability, illegality or invalidity of any obligation of any person under any Relevant Document or any other document or any security, guarantee, indemnity, remedy or other right held by or available to the Agent;
- (h) any change in the constitution of each Chargor;
- (i) any act, omission or circumstance which but for this clause 12.4, might operate to discharge, release, reliance, extinguish, impair or otherwise affect any of the liabilities or obligations of each Chargor under this Deed or any of the rights and remedies of the Agent or any security created by this Deed; or
- (j) any dissolution, bankruptcy, insolvency, winding-up, liquidation, administration, examination, amalgamation, reconstruction, reorganization, arrangement, adjustment, administrative or other receivership or dissolution of each Chargor, the official management of all of its revenues or other assets or the seeking of protection or relief of debtors by each Chargor and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction.

12.5 Each Chargor waives any right it may have to require the Agent to:

- (a) take any action or obtain judgment in any court against the Borrower or any other person;
- (b) make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or
- (c) make, demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person,

before taking steps to enforce any of its rights or remedies under this Deed.

12.6 The security created by this Deed is in addition to, and shall not be merged into, or in any way prejudice any other security interest, charge, document or right which the Agent may now or at any time hereafter hold or have as regards each Chargor or any other person, firm or corporation in respect of the Collateral and shall not in any way be prejudiced or affected thereby or by the invalidity thereof or by the Agent now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any rights which it now or hereafter has and this security shall remain in full force and effect as a continuing security unless and until the Agent shall release and discharge this Deed in accordance with clause 11.

- 12.7 The rights granted to the Agent hereunder are in addition to, and in no way limit or restrict the rights granted to the Agent in the Loan and Security Agreement.
- 12.8 The exercise by the Agent of its rights under this Deed shall in no way effect or be in substitution for such other legal or equitable rights and remedies as the Agent may have against each Chargor or any third party.
- 12.9 The exercise by the Agent of its rights under this Deed shall in no way affect or be in substitution for such other legal or equitable rights and remedies as the Agent may have against any Chargor or any third party.

13. GRANT OF TIME OR INDULGENCE

The security created by this Deed shall not be affected or prejudiced in any way by the Agent giving time or granting any indulgence or accepting any compromise from or compounding with or making any other arrangement with any Chargor or any other person, firm or company.

14. FURTHER ASSURANCE

- 14.1 Each Chargor hereby undertakes and covenants to the Agent, upon the Agent's reasonable request but at each Chargor's expense, to do all such further acts and execute all such further documents and instruments as the Agent may from time to time reasonably require to vest in or further assure to the Agent the rights expressed to be assigned and granted to the Agent under this Deed and for the protection, perfection and enforcement of the security hereby created.
- 14.2 Each Chargor hereby irrevocably and by way of security appoints the Agent and, if any Receiver shall be appointed, the Agent and the Receiver jointly and severally, the attorney or attorneys of each Chargor and in its name and on its behalf to sign, execute and deliver all deeds and documents and to do all acts and things which the Agent may require or deem appropriate for the purpose of realising the security created under this Deed provided that the Agent (and any Receiver appointed on its behalf) shall only become entitled to exercise this power of attorney following the occurrence of an Event of Default which is continuing. Each Chargor hereby acknowledges that such appointment shall be irrevocable. The Agent shall promptly deliver to each Chargor a copy of each deed or document signed or executed under this power of attorney. Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the proper exercise or purported exercise of all or any of his powers under this clause 14.2.
- 14.3 This appointment shall operate as a general power of attorney made under Clause 10 of the Powers of Attorney Act 1971. This power of attorney shall terminate without further notice on the release and discharge of this Deed pursuant to clause 11.

15. GENERAL

Any re-assignment, release, settlement or discharge between any Chargor and the Agent pursuant to clause 11 shall be conditional upon no security or payment made or given to the Agent being avoided, reduced, set aside or rendered unenforceable by

virtue of any provision or enactment now or hereafter in force relating to bankruptcy, insolvency or liquidation and if any such security or payment shall be avoided, reduced, set aside or rendered unenforceable the Agent shall be entitled to recover the full amount or value of any such security or payment from any Chargor and otherwise to enforce this Deed as if such re-assignment, release, settlement or discharge had not taken place.

16. ASSIGNMENT

16.1 The Agent shall be entitled to charge, sub-charge, license, transfer, assign or otherwise grant security over or deal with all or any of the rights assigned and granted to it hereunder (including the benefit of any warranties, undertakings, representations and indemnities) to any third party.

16.2 No Chargor shall be entitled to assign all or any or part of its rights and benefits hereunder to any third party without the prior written consent of the Agent.

17. PARTIAL UNENFORCEABILITY

If at any time any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction, that shall not affect the legality, validity or enforceability of the remaining provisions of the Deed or the effectiveness of the security created hereunder.

18. NOTICES

18.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax, e-mail or letter.

18.2 Addresses

The address, e-mail address and fax number (and the department or office, if any, for whose attention the communication is to be made) of each Party to this Deed for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) Agent: East West Bank, 9378 Wilshire Boulevard, Suite 100, Beverly Hills, California 90212 Attention: Thomas Garry, e-mail: REDACTED

With a copy to:

Akin Gump Strauss Hauer & Feld, LLP, 1999 Avenue of the Stars, Suite 600, Los Angeles, California 90067 Attention: Chris Spicer, e-mail: REDACTED

- (b) Avalon SI Productions Limited: 4a Exmoor Street, London, W10 6BD, Attention: Esther Kang and e-mail: REDACTED

- (c) Avalon Motion Pictures Limited: 4a Exmoor Street, London, W10 6BD, Attention: Esther Kang and e-mail: REDACTED
- (d) Avalon Television Limited: 4a Exmoor Street, London, W10 6BD, Attention: Esther Kang and e-mail: REDACTED

or any substitute address, e-mail address or fax number as the relevant Party may notify to the other Parties on not less than five Business Days' notice.

18.3 Delivery

Any communication or document made or delivered by one Party to another Party under or in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of e-mail, when received and read by the recipient as evidenced by the recipient's email system; or
- (c) if by way of letter, when it has been left at the relevant address for five Business Days after being deposited with an internationally recognised international delivery service, delivery fees prepaid, in an envelope address to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 18.2, if addressed to that department or officer.

19. AMENDMENTS, WAIVERS AND CONSENTS

19.1 Amendments

This Deed may not be changed, altered or modified, except by written instrument signed by each of the Parties.

19.2 Waivers and consents

- (a) A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Party giving it from subsequently relying on the relevant provision.
- (b) No failure or delay on the part of the Agent or any Chargor in exercising any right, title, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy prevent any further or other exercise or the exercise of any other power, right or remedy.

19.3 Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

20. APPLICATION OF PROCEEDS

20.1 Order of application of proceeds

All monies received by the Agent or a Receiver pursuant to this Deed, after the occurrence of an Event of Default which is continuing, shall (subject to the claims of any person having prior rights and by way of variation of the LPA) be applied in accordance with the terms of the Loan and Security Agreement.

20.2 Suspense account

All monies received by the Agent or a Receiver under this Deed:

- (a) may, at the discretion of the Agent or Receiver, be credited to any suspense or securities realized account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Agent and each Chargor; and
- (c) may be held in that account for as long as the Agent or Receiver thinks fit.

21. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

22. ENFORCEMENT

22.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a “**Dispute**”).

22.2 Each Chargor and the Agent agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Chargor nor the Agent will argue to the contrary.

22.3 Each Chargor irrevocably and unconditionally:

- (a) agrees not to claim any immunity from proceedings brought by the Agent against it in relation to a Relevant Document and to ensure that no such claim is made on its behalf;
- (b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and
- (c) waives all rights of immunity in respect of it or its assets.

- 22.4 This clause 22 is for the benefit of the Agent only. As a result, the Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Agent may take concurrent proceedings in any number of jurisdictions.

23. CALCULATIONS AND CERTIFICATES

- 23.1 In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Agent are *prima facie* evidence of the matters to which they relate.
- 23.2 Any certification or determination by the Agent of a rate or amount due under this Deed is, in the absence of manifest or proven error, conclusive evidence of the matters to which it relates.

24. COUNTERPARTS

This Deed may be executed and delivered in any number of counterparts and this has the same effect as if the signature on the counterparts were on a single copy of this Deed.

25. ENTIRE AGREEMENT

- 25.1 This Deed, the Relevant Documents, and each other document to which the Parties are party constitute the entire agreement between the Parties and supersede all prior agreements and understandings, oral or written, between the Parties relating to the subject matter of this Deed.
- 25.2 Nothing in this clause 25 shall limit or exclude any liability for fraud.

26. THIRD PARTY RIGHTS

Except as expressly provided for in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Deed.

SIGNATURE PAGES

THE BORROWER & A CHARGOR

REDACTED

EXECUTED as a DEED by

AVALON SI PRODUCTIONS LIMITED

acting by REDACTED

(director)

in the presence of:

Witness's Signature

Witness's Name

Witness's Address

Witness's Occupation

CHARGOR

EXECUTED as a DEED by

AVALON MOTION PICTURES LIMITED

REDACTED

acting by

(director)

in the presence of:

Witness's Signature

Witness's Name

Witness's Address

Witness's Occupation

CHARGOR

EXECUTED as a DEED by

AVALON TELEVISION LIMITED

REDACTED

acting by

(director)

in the presence of:

Witness's Signature

Witness's Name

Witness's Address

Witness's Occupation

[Signature Page to Deed of Security Assignment and Charge — Spitting Image]

Agent

EXECUTED as a **DEED** by **EAST WEST**
BANK, acting by an authorised signatory

) REDACTED

) Signature.

Print name... *Stedman*