



**Registration of a Charge**

Company name: **KEO FILMS LIMITED**

Company number: **03138064**

Received for Electronic Filing: **05/10/2020**



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**Details of Charge**

Date of creation: **05/10/2020**

Charge code: **0313 8064 0008**

Persons entitled: **COUTTS & CO**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GOODMAN DERRICK LLP**





## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3138064

Charge code: 0313 8064 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th October 2020 and created by KEO FILMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2020 .

Given at Companies House, Cardiff on 6th 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



DATED 5TH OCTOBER

2020

KEO FILMS LIMITED

IN FAVOUR OF

COUTTS & CO

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CHARGE and DEED OF ASSIGNMENT

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GOODMAN DERRICK LLP

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Ref: KDN/25232.0090



THIS DEED is dated 5<sup>TH</sup> OCTOBER 2020 and made

BY:

Keo Films Limited (company number 03138064), a company incorporated in England and Wales whose registered office is at 9-10 Great Sutton Street, London EC1V 0BX (the "Chargor").

IN FAVOUR OF:

Coutts & Co acting, for the purposes of this deed, through its branch at 440 Strand, London WC2R 0QS (Fax Number 020 7753 1069) or such other branch as it may select from time to time (the "Bank").

WITNESSES AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this deed:

"BBC" has the meaning attributed to it in the Facility Letter.

"BBC Agreement" has the meaning attributed to it in the Facility Letter.

"Borrower's Production Account" has the meaning attributed to it in the Facility Letter;

"Budget" has the meaning attributed to it in the Facility Letter;

"Cashflow" has the meaning attributed to it in the Facility Letter;

"Charged Assets" means the assets charged/assigned to the Bank under this deed;

"Chargor's Liabilities" means all the Chargor's obligations to the Bank of any kind and in any currency under the terms of any of the Finance Documents (whether now or in the future, actual or contingent) and "Chargor's Liability" means any one of these obligations;



<b>“Debts”</b>	means in relation to the Programme all book and other debts of the Chargor (present and future), all other monies due and owing to the Chargor (present and future) and the benefit of all rights, securities or guarantees in respect of such book and other debts;
<b>“Encumbrance”</b>	means any mortgage charge (whether fixed or floating) including the mortgage debenture previously granted by the Borrower in favour of the Bank pledge lien hypothecation assignment security interest title retention or other encumbrance or security agreement or security or preferential arrangement of any kind;
<b>“Expenses”</b>	means all expenses (on a full indemnity basis), including (without limitation) legal fees, from time to time paid or incurred by the Bank or any receiver at any time in connection with the Charged Assets or the Chargor’s Liabilities in taking, perfecting, preserving, defending or enforcing this deed (or any of the Security) or in exercising any right or power under this deed or otherwise;
<b>“Facility Letter”</b>	means the facility agreement between the Chargor and the Bank under which the Bank has agreed to make available the Facility;
<b>“Finance Documents”</b>	means the Facility Letter and other documents as defined in the Facility Letter;
<b>“Format”</b>	means the format of the Programme (if any) and shall be deemed to include the basic idea and concepts, title(s), scripts, treatments, designs, structure, setting, layout, sequences, competitions, challenges, contributors, talent, presenters, characters, character relationships, situations, rules, procedures, running order, catchphrases, slogans, costumes and outfits, ‘taster’ tapes, written materials, artworks and the programme app;
<b>“Insurances”</b>	has the meaning attributed to it in the Facility Letter;
<b>“Insured Risks”</b>	means those risks covered by the Insurances and other such risks as the Bank may from time to time require to be



insured and as notified to the Chargor in writing;

**“Interest”** means interest at the rate or rates agreed between the Bank and the Chargor in respect of any corresponding Chargor’s Liability;

**“LPA”** means the Law of Property Act 1925;

**“PBS”** has the meaning attributed to it in the Facility Letter;

**“PBS Distribution Agreement”** has the meaning attributed to it in the Facility Letter;

**“Programme”** has the meaning attributed to it in the Facility Letter as elaborated in the Schedule hereto;

**“Repayment Account”** has the meaning attributed to it in the Facility Letter;

**“Rights”** has the meaning attributed to it in the Facility Letter as elaborated in the Schedule hereto;

**“Security”** means the security constituted by this deed;

**“Source Material”** means such rights as are held by the Chargor in and to all underlying literary, dramatic, lyrical, musical, artistic and other material including without limitation the Format (if any), all titles, trademarks, designs and logos used in or in connection with and/or contained in the Programme;

**“WGBH”** has the meaning attributed to it in the Facility Letter;

**“WGBH Agreement”** has the meaning attributed to it in the Facility Letter.

## 1.2 General Interpretation

In this deed references to:



- 1.2.1 the "Chargor" or the "Bank" where the context admits include a reference to its respective successors, assigns and/or transferees;
  - 1.2.2 persons include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality;
  - 1.2.3 this deed or to a provision of this deed, or any other document are references to it as amended or supplemented, whether before the date of this deed or otherwise.
- 1.3 Words and expressions defined in the Facility Letter will have the same meanings when used in this deed, unless the context otherwise requires.
  - 1.4 This deed does not confer any rights on any person who is not a party to this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
  - 1.5 Words and expressions herein that are defined in the Copyright, Designs and Patents Act 1988 (as supplemented and amended) shall have the meaning attributed to them in that Act unless they are otherwise defined in the Facility Letter or the context otherwise requires.

## **2. SECURED LIABILITIES**

The Chargor covenants with the Bank that it will on demand:

- 2.1 pay the Chargor's Liabilities;
- 2.2 from time to time pay the Expenses; and
- 2.3 from time to time pay interest calculated and paid in accordance with paragraph 7 of the Facility Letter on the amounts covenanted to be paid by the Chargor under Clauses 2.1 and 2.2 above from the date on which they become due or (in the case of any Expense) the date of the Bank's expenditure, until payment by the Chargor of the Chargor's Liabilities.

## **3. SECURITY**

- 3.1 As a continuing security for the discharge and payment of the Chargor's Liabilities and with full title guarantee, the Chargor:
  - 3.1.1 assigns to the Bank by way of security throughout the world (and insofar as necessary by way of present assignment of future copyright) and for the full period of copyright including any extensions thereof the Chargor's right title and interest in and to the Rights.
  - 3.1.2 assigns to the Bank by way of security throughout the world (and insofar as necessary by way of present assignment of future copyright) and for the full period of copyright including any extensions thereof the Chargor's right title and interest in and to the Programme.
  - 3.1.3 assigns to the Bank by way of security throughout the world (and insofar as necessary by way of present assignment of future copyright) the Chargor's right title and interest in and to the BBC Agreement including any sums



payable or becoming payable by the BBC to the Chargor up to the equivalent of any and all monies owed to the Bank by the Chargor;

- 3.1.4 assigns to the Bank by way of security throughout the world (and insofar as necessary by way of present assignment of future copyright) the Chargor's right title and interest in and to the WGBH Agreement including any sums payable or becoming payable by WGBH to the Chargor up to the equivalent of any and all monies owed to the Bank by the Chargor;
- 3.1.5 assigns to the Bank by way of security throughout the world (and insofar as necessary by way of present assignment of future copyright) the Chargor's right title and interest in and to the PBS Distribution Agreement including any sums payable or becoming payable by PBS to the Chargor up to the equivalent of any and all monies owed to the Bank by the Chargor;
- 3.1.6 charges to the Bank by way of a fixed charge all funds standing to the credit of the Chargor from time to time on the Borrower's Production Account;
- 3.1.7 charges to the Bank by way of a fixed charge all sums standing to the credit of the Chargor from time to time on the Repayment Account;
- 3.1.8 charges to the Bank by way of a fixed charge the proceeds of each of the Insurances if received by the Chargor

TO HOLD unto the Bank absolutely.

- 3.2 The Chargor shall hold any monies received from ITV pursuant to the Tripartite Agreement or as a result of any claim on the Insurances or the Debts on trust for the Bank and shall notify the Bank immediately of such receipt. Unless requested otherwise by the Bank such monies shall be credited to the Repayment Account.
- 3.3 Notwithstanding Clause 3.1.4 above, the Chargor may, unless the Bank has exercised its rights pursuant to Clause 12 of the Facility Letter, draw from the Borrower's Production Account such monies as necessary in order to pay for the costs of production and delivery of the Programme to ITV incurred in accordance with the Tripartite Agreement, the Budget and the Cashflow.
- 3.4 Notwithstanding the Security, the Chargor shall carry out the production and delivery of the Programme in accordance with the Tripartite Agreement, the Budget and the Cashflow and the Chargor acknowledges that the Bank, in so far as is necessary for such purpose, hereby licenses the Programme and the Rights to the Chargor. Such licence shall be revoked by the Bank should for any reason the Security become enforceable.
- 3.5 The representations and warranties given by the Chargor pursuant to the Facility Letter are herein repeated.



#### **4. RESTRICTIONS ON DEALING**

4.1 Until all amounts due to the Bank under the Facility Letter have been repaid in full, the Chargor will not without the prior written consent of the Bank do any of the following:

- 4.1.1 (except in favour of the Bank) create or permit to arise or continue any Encumbrance affecting any of the Charged Assets; and
- 4.1.2 dispose of the Charged Assets other than pursuant to the terms of the Tripartite Agreement;

#### **5. FLOATING CHARGE**

The Bank may at any time by written notice to the Chargor convert the fixed charges created by this deed into floating charges as regards any of the Charged Assets specified in the notice.

#### **6. INSURANCE**

- 6.1 The Chargor will maintain the Insurances relating to the Charged Assets.
- 6.2 In accordance with the Facility Letter the Chargor will procure that a note of the Bank's interest is endorsed upon all policies for the Insurances maintained by the Chargor.
- 6.3 The Chargor will not do or permit anything to be done which may make void or voidable any policy of insurance in connection with any Charged Assets.
- 6.4 The Chargor will promptly pay all premiums and do all other things necessary to keep each policy of insurance in respect of the Charged Assets in force.
- 6.5 The Chargor will, immediately on demand by the Bank, produce to the Bank the policy, certificate or cover note relating to any insurance policy and the receipt for the payment of the last premium.

#### **7. DEPOSIT OF DOCUMENTS**

The Chargor will, if requested to do so, deposit with the Bank all deeds and documents of title relating to the Charged Assets and such other documents relating to the Charged Assets as the Bank may from time to time require.

#### **8. POWER TO REMEDY**

If the Chargor fails to comply with any of the covenants or obligations set out in this deed and such failure is not remedied to the satisfaction of the Bank within 7 days of the Chargor being given notice of the failure, the Chargor will allow the Bank, its agents or contractors to take such action on behalf of the Chargor as may be



necessary to ensure that such covenant or obligation is complied with without becoming liable to account as a mortgagee in possession.

## **9. POWERS OF THE BANK**

- 9.1 Section 103 of the LPA will not apply and the Bank may exercise its power of sale and other powers under that or any other Act or this deed at any time and from time to time after the date of this deed PROVIDED THAT the Bank shall not exercise the said power of sale until payment of the Chargor's Liabilities has been demanded or the receiver of the Charged Assets has been appointed.
- 9.2 The Bank may under the hand of any official or manager or by deed, appoint or remove a receiver or receivers of the Charged Assets, fix and pay the fees of a receiver and remove any receiver so appointed and appoint another in his place, but any receiver will be deemed to be the agent of the Chargor and the Chargor will be solely responsible for the receiver's acts, defaults and remuneration.
- 9.3 All or any of the powers conferred on a receiver by Clause 10 may be exercised by the Bank without first appointing a receiver or notwithstanding any such appointment.
- 9.4 The Bank will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Bank and if the Bank or any receiver takes possession of the Charged Assets it or he may at any time relinquish such possession.
- 9.5 Section 93(1) of the LPA will not apply to this deed.
- 9.6 No purchaser or other person will be obliged or concerned to see or enquire whether the right of the Bank to appoint a receiver or the right of the Bank or any receiver to exercise any of the powers conferred by this deed has arisen or become exercisable nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

## **10. RECEIVERS**

- 10.1 Any receiver appointed by the Bank will (in addition to all powers conferred on him by law) have the following powers exercisable upon such terms and conditions as he thinks fit:
  - 10.1.1 to take possession of and generally to manage the Charged Assets and any business of the Chargor;
  - 10.1.2 to take any steps necessary or desirable to effect compliance with the Tripartite Agreement;
  - 10.1.3 to sell, lease, licence, charge or otherwise deal with and dispose of the Charged Assets without restriction;



- 10.1.4 in relation to the Charged Assets to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
  - 10.1.5 insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees, indemnities and security;
  - 10.1.6 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others;
  - 10.1.7 in relation to the Charged Assets to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;
  - 10.1.8 to make any elections for value added tax purposes; and
  - 10.1.9 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Assets.
- 10.2 In the case of joint receivers any power may be exercised jointly or severally.

## **11. APPLICATION OF RECEIPTS**

Any money received by the receiver will be applied in the following order:

- 11.1 in payment of all money borrowed by him and his expenses, liabilities and fees; and
- 11.2 in or towards the remaining matters specified in section 109(8) of the LPA.

## **12. APPROPRIATION**

The Bank may at any time and from time to time without notice (both before and after demand) apply all payments received in respect of the Chargor's Liabilities in or towards discharge of such part of the Chargor's Liabilities as it thinks fit.

## **13. PROTECTION OF SECURITY**

- 13.1 This deed is in addition to any other rights or security, now and in the future, held by the Bank from the Chargor or any other person for the Chargor's Liabilities and will not merge with or prejudice or be prejudiced by any such rights or security or any other contractual or legal rights of the Bank.
- 13.2 The Chargor will at its own cost at the Bank's or any receiver's request execute any deed or document and take any action required by the Bank or any receiver to perfect or protect the Security. The Chargor by way of security irrevocably appoints the Bank and any receiver severally to be the attorney for the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed to sign or execute all deeds, instruments and documents and do all acts and things (including taking, continuing or defending



any proceedings) as may be required by the Bank or any receiver pursuant to this deed or the exercise of any of their powers provided that the Bank agrees that it shall provide the Chargor with copies of any documents and deeds that it executes on behalf of the Chargor pursuant to this Clause.

- 13.3 The aforesaid power of attorney shall terminate without further notice on the discharge of the Security pursuant to Clause 6 of the Facility Letter.

#### **14. PAYMENTS**

The Bank will be entitled (but not obliged) at any time or times without notice (both before and after demand) to set off any liability of the Chargor to the Bank against any liability of the Bank to the Chargor (whether actual or contingent, present or future) and irrespective of the branch or office, currency or place of payment) and may for such purpose convert, purchase or exchange any currency and estimate any unascertained obligation.

#### **15. DISCHARGE OF CHARGOR'S LIABILITIES**

Upon discharge of the Chargor's Liabilities to the Bank, the Bank agrees to release this Deed of Charge by means of a Deed of Release or such other instrument as the Bank may determine, and re-assign the Chargors' rights in and to the assets and/or interests assigned pursuant to Clause 3 above or otherwise assigned to the Bank in accordance with this deed.

#### **16. COMMUNICATIONS**

- 16.1 Any communication to be given in connection with this deed will be in writing.
- 16.2 Any communication will either be delivered by hand or sent by first class prepaid post or fax to the Bank or the Chargor at its address or fax number shown on page 1 unless it has communicated another address or fax number to the other in which case it must be sent to the last address or fax number so communicated.

#### **17. ASSIGNMENT**

- 17.1 The Bank may at any time assign or otherwise transfer all or any part of its rights under this deed SUBJECT ALWAYS to such assignee assuming the Bank's obligations to the Chargor hereunder.
- 17.2 The Chargor may not assign or transfer any of its rights or obligations under this deed.



## **18. LAW AND JURISDICTION**

- 18.1 This deed is governed by and construed in accordance with the laws of England and Wales.
- 18.2 The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this deed.

## **19. MISCELLANEOUS**

- 19.1 Interest payable by the Chargor to the Bank will accrue both before and after judgment in accordance with the Facility Letter.
- 19.2 The Bank's rights and powers under this deed are cumulative and not exclusive of its rights under general law and will not be affected or impaired by any delay or omission by the Bank in exercising them or any previous exercise of or failure to exercise any such rights or powers.
- 19.3 Each of the provisions of this deed will be severable and distinct from one another and if at any time any one or more of those provisions (or any part thereof) is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- 19.4 No variation of the terms of this deed will be valid unless it is in writing signed by the Chargor and confirmed in writing by the Bank.



## THE SCHEDULE

### THE PROGRAMME

The Programme provisionally entitled "Pandemic" as defined in the Facility Letter and including without limitation with all tangible property now in existence and owned by the Chargor or hereafter created or acquired in respect of the Programme, including, but not limited to:

1. All master tapes, digital assets, audio-tape and preprint elements of the Programme, the soundtrack and all sound recordings made in the course of the production of the Programme or arising therefrom, subject only to the rights of ITV in respect of the foregoing pursuant to the Tripartite Agreement.
2. All copies of the screenplay(s), treatments including format description of the Programme (if any) and musical scores thereof and any sketches and designs therefore, including copyright in the same.
3. The Chargor's interest in all property of every kind acquired by the Chargor for the production of the Programme including any musical work created or to be created for the Programme, sets, costumes, and new materials.
4. All contracts, contract rights, agreements for personal services and other documents, receipts, books, records and files relating to the Programme or the Source Material.

### The Rights

All proprietary, statutory, contractual and common law rights throughout the world of the Chargor whether as owner, maker, author or otherwise in and to the Programme including, the Source Material and any musical work created or to be created for the Programme and without prejudice to the generality of the foregoing:

1. Subject to the Tripartite Agreement, the sole world-wide exclusive and irrevocable right to distribute, reproduce, exhibit, license and otherwise exploit and deal in and with the Programme and any and all parts of the Programme by all methods and means in any and all media systems and processes now known or in the future devised including without limitation, theatrical, television (whether so-called "free", "pay", "pay per view", "cable" or subscription" or otherwise) including internet rights and whether broadcast or transmitted as a whole or in part by means of cable or other devise or disseminated by means of the internet.
2. All rights of copyright and all other rights throughout the world of the Chargor in the original screenplay or treatment of the Programme (if any), the Source Material and the Format and in respect of the music for the Programme all rights throughout the world to synchronise the same with and incorporate the same in the Programme.

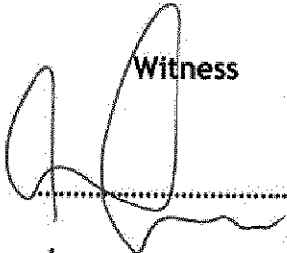


IN WITNESS whereof the Chargor has executed and delivered this Charge and Assignment as a Deed the day and year first before written

SIGNED as a deed by  
KEO FILMS LIMITED  
acting by  
a director

)  
)  
) Simon Huntley  
Director

in the presence of

Signature:   
Witness

Print Name AMANDA BANNISTER

Address: 18 LEAMINGTON ROAD VILLAS  
LEAMINGTON  
CV31 1HS

Occupation: Business Affairs Consultant