



Registration of a Charge

Company name: **ACAMAR FILMS LIMITED**

Company number: **04399568**



X5KJAUTF

Received for Electronic Filing: **25/11/2016**

Details of Charge

Date of creation: **11/11/2016**

Charge code: **0439 9568 0006**

Persons entitled: **LESMOIR-GORDON, BOYLE & CO. LIMITED**

Brief description: **ALL ITS INTELLECTUAL PROPERTY - CLAUSE 3.1 (B) (VIII)**

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:

HARBOTTLE &B LEWIS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4399568

Charge code: 0439 9568 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th November 2016 and created by ACAMAR FILMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2016 .

Given at Companies House, Cardiff on 25th November 2016

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 11 NOVEMBER 2016

ACAMAR FILMS LIMITED
BING BUNNY COLLECTIONS LIMITED
BING BUNNY PRODUCTIONS LIMITED

-and-

LESMOIR-GORDON, BOYLE & CO. LIMITED

DEBENTURE

This Debenture is subject to the terms of an Intercreditor Deed

MEMERY CRYSTAL LLP
44 SOUTHAMPTON BUILDINGS
LONDON
WC2A 1AP
TEL: 020 7242 5905
FAX: 020 7242 2058
REF: 6025098

WE HEREBY CERTIFY THAT THIS
IS A TRUE COPY OF THE ORIGINAL
DATED THIS DAY OF .
Harbottle & Lewis
.....
HARBOTTLE AND LEWIS LLP
HANOVER HOUSE
14 HANOVER SQUARE
LONDON W1S 1HP

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THIS DEED is made on 11 NOVEMBER 2016

BETWEEN:

(1) **ACAMAR FILMS LIMITED** registered in England and Wales with company number 04399568 and whose registered office is at Hanover House 14 Hanover Square London W15 1HP ("Company");

(2) **BING BUNNY PRODUCTIONS LIMITED** registered in England and Wales with company number 08316401 and whose registered office is at Hanover House 14 Hanover Square London W15 1HP ("BBPL");

(each of the Company and BBPL is a "Chargor" and together are the "Chargors");

(3) **BING BUNNY COLLECTIONS LIMITED** registered in England and Wales with company number 08376178 and whose registered office is at Hanover House 14 Hanover Square London W15 1HP ("BBCL"); and

(4) **LESMOIR-GORDON, BOYLE & CO. LIMITED**, a company incorporated in England & Wales with company number 05602072 whose registered office is at Third Floor, 31 Dover Street, London, W1S 4ND, as security trustee for the Secured Parties (as defined below) ("Security Trustee").

BACKGROUND

- (A) The Company has by a resolution of its board of directors duly authorised the establishment of the Programme (as defined below) pursuant to which the Company shall issue Loan Notes (as defined below), from time to time, up to a maximum nominal amount of £7,500,000.
- (B) The Security Trustee has agreed to act as security trustee on behalf of the Noteholders upon the terms and subject to the conditions of the Trust Deed.
- (C) This debenture provides security which the Chargors have agreed to give the Security Trustee in respect of the Loan Notes.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this deed:

"Assigned Agreements" means each contract or agreement specified in Part 1 of Schedule 2, the rights of which are assigned pursuant to clause 3.3;

"Book Debts" means all book and other debts arising in the ordinary course of trading;

"Business Day" means a day (other than Saturday or a Sunday) on which banks in London are open for normal banking business;

"Charged Assets" means the assets mortgaged, charged or assigned to the Security Trustee by this debenture;

"Default Event" has the meaning given to it in the Loan Note Instrument;

"Default Rate" means the rate at which interest is payable under clause 4.4 of the Loan Note Instrument;

"Designated Account" the bank account of BBCL in to which all royalties, revenues and other receivables derived from the exploitation of the Company's Intellectual Property are (a) paid; and (b) distributed to third parties in accordance with the Recoupment Schedule or such other account in the name of BBCL in to which such royalties, revenues and other receivables are subsequently paid;

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment, together with all shares or other property derived from that Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise) but excluding any amount paid or payable to the Company pursuant to the Investment Agreement;

"Excluded Property" means (i) each leasehold property held by a Chargor under a lease that either precludes absolutely or requires consent of a third party to the creation of security over the Chargor's leasehold interest in that property; and (ii) the Insurances;

"Floating Charge Asset" means an asset charged under Clause 3.2;

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Chargors and a hedge counterparty;

"Insurances" means the policies of insurance specified in Part 2 of Schedule 2 the rights of which are assigned pursuant to Clause 3.3(a);

"Intellectual Property" means the Chargors' present and future patents, trademarks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights;

"Intercreditor Deed" means the deed of subordination and priority to be entered into by the Company, BBCL, the Security Trustee and S4C on or about the date of this Debenture;

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Chargors or by any trustee, fiduciary or clearance system on its behalf;

"Loan Note Instrument" means the instrument constituting the Loan Notes executed by the Chargors on or around the date of this debenture;

“Loan Notes” means the loan notes issued under the Programme and constituted by the Loan Note Instrument;

“Noteholders” means the registered holders from time to time of the Loan Notes issued under the Programme;

“Other Debts” means the debts and claims identified in Clause 3.1(b)(v);

“Permitted Disposal” has the meaning given to it in the Loan Note Instrument;

“Permitted Security” has the meaning given to it in the Loan Note Instrument;

“Premises” means all freehold and leasehold property, the buildings and fixtures (including trade fixtures) on that property from time to time owned by the Chargors or in which the Chargors are otherwise interested, including the property listed in Schedule 2;

“Programme” means the secured loan note programme constituted by the issue of the Loan Notes from time to time created by a resolution of the board of directors of the Company on or around the date of this debenture;

“Receiver” means a receiver and manager or (if the Security Trustee so specifies in the relevant appointment) receiver in each case appointed under this debenture and shall, if allowed by law, include an administrative receiver;

“Recoupment Schedule” has the meaning given to it in the Loan Note Instrument;

“Secured Liabilities” means all present and future obligations and liabilities (whether actual or contingent, whether due, owing or incurred, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest thereon) of the Company to the Noteholders pursuant to or in connection with the Loan Notes and/or the Loan Note Instrument and from the Chargors to the Security Trustee pursuant to or in connection with the Trust Deed and/or this debenture;

“Secured Party” or **“Secured Parties”** means each of the persons to whom any Secured Liabilities are owed by the Chargors;

“Security” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

“Security Document(s)” means this debenture, the Trust Deed and any other security from time to time granted by the Chargors to the Security Trustee in relation to the Loan Notes by way of a document identified by the Security Trustee and the Chargors as a ‘Security Document’; and

“Trust Deed” means the security trust deed between the Chargors and the Security Trustee executed on or around the date of this debenture.

1.2 Construction

In this debenture, unless a contrary intention appears, a reference to:

- (a) an "agreement" includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an "amendment" includes any amendment, supplement, variation, novation, modification, replacement or restatement and "amend", "amending" and "amended" shall be construed accordingly;
- (c) "assets" includes present and future properties, revenues and rights of every description;
- (d) "including" means including without limitation and "includes" and "included" shall be construed accordingly;
- (e) "losses" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities that are properly incurred and "loss" shall be construed accordingly;
- (f) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture consortium or partnership or other entity (whether or not having separate legal personality);
- (g) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (h) unless the context otherwise requires or unless otherwise defined in this debenture, words and expressions defined in the Loan Note Instrument have the same meanings when used in this debenture;
- (i) the terms of the documents under which the Secured Liabilities arise and of any side letters between the Chargors and any Secured Party relating to the Secured Liabilities are incorporated in this debenture to the extent required for any purported disposition of the Charged Assets contained in this debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
- (j) section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Trustee in relation to the trusts created by this debenture or any other Security Document;
- (k) the parties intend that this document shall take effect as a deed; and
- (l) a Default Event will be "continuing" if it has not been waived.

1.3 Other References

- (a) In this debenture, unless a contrary intention appears, a reference to:
 - (i) any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees

and transferees and in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Security Documents;

- (ii) any Clause or Schedule is a reference to, respectively, a clause of and schedule to this debenture and any reference to this debenture includes its Schedules;
 - (iii) any Security Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated or replaced (excluding any amendment, novation or replacement made contrary to any provision of any Security Document or that other agreement or instrument);
 - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this debenture are inserted for convenience only and are to be ignored in construing this debenture.
- (c) Words importing the plural shall include the singular and vice versa.

2. COVENANT TO PAY

Each Chargor and BBCL covenants with the Security Trustee (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Liabilities when they fall due for payment.

3. CHARGING CLAUSE

3.1 Fixed Charges

Each Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Security Trustee with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of legal mortgage, all the Premises; and
- (b) by way of fixed charge:
 - (i) all other interests (not charged under Clause 3.1(a)) in any Premises, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (ii) all the Investments and all corresponding Distribution Rights;
 - (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
 - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;

- (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims;
- (vi) the Company's right, interest and title to monies standing to the credit of the Designated Account as determined in accordance with the Recoupment Schedule;
- (vii) all monies standing to the credit of its accounts with any bank, financial institution or other person in the relevant Chargor's name and all rights related to those accounts;
- (viii) all its Intellectual Property;
- (ix) all rights and interest any Hedging Agreements;
- (x) the benefit of all consents and agreements held by it in connection with the use of any of its assets; and
- (xi) its goodwill and uncalled capital.

3.2 Floating Charge

As further security for the payment of the Secured Liabilities, each Chargor charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under Clause 3.1 or assigned under Clause 3.3.

3.3 Security Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigns to the Security Trustee by way of security, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- (a) all its rights in the Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with the Insurances; and
- (b) the benefit of each Assigned Agreement and the benefit of all other agreements, instruments and rights relating to the Charged Assets.

3.4 Conversion of Floating Charge

If:

- (a) a Default Event has occurred and is continuing; or
- (b) the Security Trustee is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Trustee may, by notice to the Chargors, convert the floating charge created by Clause 3.2 into a fixed charge as regards those assets which it specifies

in the notice. The Chargors shall promptly following request by the Security Trustee execute a fixed charge or legal assignment over those assets in the form which the Security Trustee requires.

3.5 Automatic Conversion of Floating Charge

If any Chargor creates (or purports to create) any Security (except with the prior consent of the Security Trustee or any Permitted Security) on or over any Charged Asset without the prior consent in writing of the Security Trustee, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Charged Asset, the floating charge created under Clause 3.2 will automatically (without notice) and immediately be converted into a fixed charge over the relevant Charged Asset.

3.6 Restrictions on Certain Charged Assets

- (a) Subject to Clauses 3.6(b) and 3.6(c), the security created by Clause 3.1(a) and Clause 3.3(a) shall not apply to an Excluded Property until a Chargor obtains any relevant consent, or waiver of any prohibition, to the creation of security over the Excluded Property.
- (b) In relation to each Excluded Property, the relevant Chargor undertakes to:
 - (i) apply for the relevant consent or waiver of prohibition within 5 Business Days of the date of this debenture;
 - (ii) keep the Security Trustee informed of its progress in obtaining that consent or waiver; and
 - (iii) promptly following receipt of the consent or waiver, provide the Security Trustee with a copy of that consent or waiver.
- (c) On receipt by the relevant Chargor of the relevant consent or waiver, that Excluded Property shall become the subject of a mortgage, charge or assignment (as appropriate) pursuant to Clauses 3.1(a) and 3.3(a).

4. CONTINUING SECURITY

4.1 Continuing Security

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.

4.2 Other Security

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Trustee and/or any other Secured Party may now or after the date of this debenture hold for any of the Secured Liabilities, and this security may be enforced against the Chargors without first having recourse to any other rights of the Security Trustee or any other Secured Party.

5. FURTHER ASSURANCE

5.1 General

- (a) Each Chargor and BBCL shall at its own expense promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s));
 - (i) to perfect the Security created or intended to be created under or evidenced by this debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security created (or intended to be created) by this debenture) or for the exercise of any rights, powers and remedies of the Security Trustee, any Receiver or the Secured Parties provided by or pursuant to this debenture or by law;
 - (ii) to confer on the Security Trustee or on the Secured Parties Security over any property and assets of the Chargors located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this debenture; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created (or intended to be created) by this debenture.
- (b) Each Chargor and BBCL shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to this debenture.

5.2 Land Registry

- (a) In relation to real property charged by way of legal mortgage under this debenture situated in England and Wales and subject to any consent or waiver that it may be required to obtain pursuant to Clause 3.6, each Chargor hereby irrevocably consents to the Security Trustee applying to the Land Registrar for a restriction to be entered on the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this debenture) in the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] 2016 in favour of Lesmoir-Gordon, Boyle & Co. Limited (as security trustee) referred to in the charges register."

- (b) In relation to real property charged by way of legal mortgage under this debenture situated in England and Wales, the Security Trustee may apply to the Land Registrar for a notice to be entered onto the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this debenture) that there is an obligation to make further advances on the security of the registered charge.
- (c) In respect of any part of the Charged Assets title to which is registered at the Land Registry, it is certified that the security created by this debenture does not contravene any of the provisions of the articles of association of the Chargors.

5.3 Register of Trade Marks

Each Chargor as registered proprietor appoints the Security Trustee as its agent to apply for the particulars of this debenture and of the Secured Parties' interest in its existing trademarks and trademark applications and any future trademarks or trademark applications registered or to be registered in the United Kingdom in the name of the Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and the Chargor agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks.

6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

6.1 No Chargor shall:

- (a) create or agree to create or permit to subsist any Security over all or any part of the Charged Assets; or
- (b) without prejudice to any Permitted Disposal, sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Assets (other than the assets charged pursuant to clause 3.2 on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

in each case, except for the creation of any Permitted Security or any Security created pursuant to this debenture or with the prior consent of the Security Trustee.

- 6.2 BBCL shall not create or agree to create or permit to subsist any Security over all or any part of the Designated Account.

7. WARRANTIES

7.1 Matters Warranted

Each Chargor (and BBCL where applicable) warrants to the Security Trustee as set out in Clauses 7.2 and 7.4 on the date of this debenture and on each day that any Secured Liabilities is outstanding.

The warranty given by each Chargor as set out in Clause 7.3 is given on the date of this debenture only.

Any warranty qualified by the expression "so far as the Chargors and BBCL are aware" or any similar expression shall be deemed to be given to the best of the knowledge, information and belief of the Chargors and BBCL after making all reasonable enquiries of:

- (a) the Directors and company secretary of each Chargor and BBCL;
- (b) the landlord(s) of the Premises.

7.2 Property

- (a) Schedule 2 identifies all freehold and leasehold property legally and beneficially owned by it.
- (b) There are no proceedings, actions or circumstances relating to the Premises which so far as the Chargors are aware, would be reasonably likely to have a material adverse effect that property's value or its ability to use that property for the purposes for which it is currently used.
- (c) So far as the Chargors are aware, no facility necessary for the enjoyment and use of the Premises is subject to terms entitling any person to terminate or curtail its use.

So far as the Chargors are aware, nothing has arisen or has been created or is subsisting, which would be an overriding interest in any Premises.

7.3 Avoidance of Security

So far as the Chargors are aware, no charge expressed to be created by this debenture will be avoided or otherwise set aside on the liquidation or administration of the Chargors or otherwise.

7.4 BBCL

BBCL warrants to the Security Trustee on the date of this debenture and on each day that any Secured Liabilities are outstanding:

- (a) the Designated Account is the only asset owned by BBCL;
- (b) it has not carried on any trade or any other business other than to operate the Designated Account; and
- (c) save for the S4C Security (the terms of which are subordinated to the Security created by this Instrument by the Intercreditor Deed) it has not created (and not permitted the creation of) any Security over the Designated Account.

7.5 The warranties given by the Chargors and or BBCL in this Clause 7 shall have effect subject to any fact or matter fairly and accurately disclosed (with sufficient detail to enable

the Security Trustee to make an (accurate) assessment of the situation) before the date of this Debenture and at any time thereafter.

8. UNDERTAKINGS

8.1 Duration of Undertakings

Each Chargor (and BBCL in respect of clause 8.9 but only BBCL in respect of clause 8.4) undertakes to the Security Trustee in the terms of this Clause 8 from the date of this debenture and for so long as any security constituted by this debenture remains in force.

8.2 General Undertakings

(a) Charged Assets

It will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Assets, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all the Charged Assets.

(b) Maintenance

It will keep all Premises, plant, machinery, fixtures, fittings, vehicles, computers and other equipment comprised in the Charged Assets in good and substantial repair (fair wear and tear excepted) and in good working order (as applicable).

8.3 Property Undertakings

(a) Acquisitions

It will notify the Security Trustee if it intends to acquire any estate or interest in any freehold, leasehold or other real property and will in any event notify the Security Trustee promptly in writing of the actual acquisition by it of any such freehold, leasehold or other real property.

(b) Inspection

It will permit the Security Trustee and any person nominated by the Security Trustee to enter into and upon any Premises at all reasonable times during business hours and on not less than 72 hours' notice to view the state and condition of the Premises and will remedy any material defect or want of repair forthwith after service by the Security Trustee of notice of the defect or want of repair.

(c) Forfeiture Notices

It will give prompt notice to the Security Trustee if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Premises.

8.4 Designated Account

- (a) BBCL may not withdraw all or any monies from time to time standing to the credit of the Designated Account except (i) in accordance with the terms of the Recoupment Schedule and (ii) to pay banking, accounting and audit fees reasonably and properly incurred by BBCL.
- (b) BBCL will provide to the Security Trustee any information that it needs or requires in relation to the Designated Account secured under this debenture promptly on request by the Security Trustee.
- (c) BBCL will at all times comply with its obligations and use all reasonable endeavours to give effect to the terms of the Recoupment Schedule.

8.5 Title Documents

Each Chargor will promptly deposit with the Security Trustee (or as it shall direct):

- (a) all deeds and documents of title relating to all Premises (to the extent that such deeds and documents are in the relevant Chargor's possession) and if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Trustee (or as it shall direct) upon their release;
- (b) all stock and share certificates and other documents of title relating to the Investments together with stock transfer forms executed in blank and left undated on the basis that the Security Trustee shall be able to hold such documents of title and stock transfer forms until the Secured Liabilities has been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of a Default Event which is continuing or if the Security Trustee reasonably considers that the security constituted by this debenture is in jeopardy to complete, under its power of attorney given by Clause 9, the stock transfer forms on behalf of that Chargor in favour of itself or such other person as it shall select;
- (c) all policies of insurance for the time being charged under this debenture;
- (d) all documents required under Clause 8.7; and
- (e) following a Default Event which is continuing, all other documents relating to the Charged Assets which the Security Trustee from time to time reasonably requires.

8.6 Voting and Distribution Rights

- (a) Until a Default Event occurs:
 - (i) the Chargors shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and
 - (ii) the Chargors shall be entitled to exercise all voting and other rights and powers attaching to the Investments provided that they shall not exercise any such voting rights or powers in a manner prejudicial to the interests of the

Secured Parties under this debenture.

- (b) Following the occurrence of a Default Event which is continuing, the Security Trustee will be entitled to exercise the rights and receive the benefits identified at Clause 8.6(a).
- (c) At any time when any Investments are registered in the name of the Security Trustee or its nominee, the Security Trustee will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

8.7 Assigned Agreements

Each Chargor and BBCL will:

- (a) perform all its obligations under the Assigned Agreements in a diligent and timely manner;
- (b) promptly upon the occurrence of a Default Event which is continuing give notice to any party to the Assigned Agreements and Hedging Agreements as required by the Security Trustee that it has assigned or charged its rights under the applicable Assigned Agreement or Hedging Agreement to the Security Trustee under this debenture and provide evidence satisfactory to the Security Trustee (acting reasonably) of the delivery of that notice. Such notice will be given in substantially the form set out in Part 1 of Schedule 4, except in the case of the Insurances where the notice will be substantially in the form set out in Part 2 of Schedule 4. Each Chargor will use all reasonable endeavours to procure that each party served with any such notice countersigns and returns the notice to the Security Trustee within 14 days of the date of such notice;
- (c) in a timely manner perform all of its obligations in contract or otherwise under the Assigned Agreements;
- (d) not at any time hereafter do or omit to do any act matter or thing which might in any way materially prejudice or have a material adverse effect on the Security Trustee's rights under the Assigned Agreements or other property assigned pursuant to this debenture or of the Security Trustee's rights hereunder;
- (e) upon request supply in writing to the Security Trustee all information reasonably required in relation to the Assigned Agreement and or other property assigned pursuant to this debenture;
- (f) ensure that each Assigned Agreement is in a form which has been inspected and approved by the Security Trustee in writing;

- (g) at its own expense institute continue or defend all such proceedings in connection with any Assigned Agreement or any part thereof as the Security Trustee may reasonably require;
- (h) the Chargors shall notify the Security Trustee promptly in writing if any Assigned Agreement is terminated early for any reason; and
- (i) the Chargors will note the interests of the Security Trustee as first loss payee on such Insurances as the Security Trustee it requires.

8.8 Retention of Documents

The Security Trustee may retain any document delivered to it under Clause 8.5 or otherwise until the security created by this debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the Chargors require that the relevant document be redelivered to it and the Chargors shall promptly comply (or procure compliance) with that notice.

8.9 Power to Remedy

If any Chargor or BBCL fails to comply with any covenant set out in Clause 8.2 to Clause 8.8 (inclusive) and that failure is not remedied to the reasonable satisfaction of the Security Trustee within 14 days, it will allow (and irrevocably authorises) the Security Trustee or any person which the Security Trustee nominates to take any action on behalf of that Chargor or BBCL which is necessary to ensure that those covenants are complied with.

8.10 Indemnity

- (a) Each Chargor will indemnify the Security Trustee against all losses directly incurred by the Security Trustee as a result of a breach by that Chargor of its obligations under Clause 8.1 to Clause 8.8 (inclusive) and in connection with the exercise by the Security Trustee of its rights contained in Clause 8.9, save for any losses arising as a result of the Security Trustee's gross negligence or wilful misconduct. All sums the subject of this indemnity will be payable by the relevant Chargor to the Security Trustee on demand and if not so paid will bear interest at the Default Rate.
- (b) The Security Trustee will not recover any special, indirect, punitive or consequential losses or damages from any Chargor pursuant to Clause 8.10(a) and nothing shall restrict the Security Trustee's or any Secured Party's general obligation at law to mitigate any loss it may suffer as a result of an event which may give rise to a claim under this Clause 8.

9. ATTORNEY

Following the occurrence of a Default Event that is continuing, each Chargor and BBCL, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any person nominated for the purpose by the Security Trustee or any Receiver (in writing and signed by an officer of the Security Trustee or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to

execute, seal and deliver (using that Chargor's seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Trustee or any Receiver under this debenture or otherwise for any of the purposes of this debenture, and the Chargors covenant with the Security Trustee and each Receiver to ratify and confirm all such acts or things made in the proper and lawful exercise or purported exercise of the powers, rights and discretions referred to in this Clause 9.

10. ENFORCEMENT AND POWERS OF THE SECURITY TRUSTEE

10.1 Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this debenture.

10.2 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Secured Liabilities are deemed to have fallen due on the date of this debenture. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this debenture shall be immediately exercisable at any time after a Default Event has occurred and is continuing.

10.3 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security created by this debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this debenture, those contained in this debenture shall prevail.

10.4 Fixtures

The Security Trustee may sever any fixtures from the property to which they are attached and sell them separately from that property.

10.5 Appointment of Receiver or Administrator

- (a) Subject to Clause 10.5(d) below, at any time after a Default Event has occurred and is continuing, or if so requested by the Chargors, the Security Trustee may by writing under hand signed by any officer or manager of the Security Trustee, appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this debenture.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating

charge created by Clause 3.2.

- (d) The Security Trustee shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.

10.6 Powers of Leasing

The Security Trustee may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

10.7 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this debenture, and all or any of the rights and powers conferred by this debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Trustee without further notice to the Chargors at any time after a Default Event has occurred which is continuing, irrespective of whether the Security Trustee has taken possession or appointed a Receiver of the Charged Assets.

10.8 Appropriation

- (a) In this debenture, "financial collateral" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226).
- (b) At any time after a Default Event has occurred which is continuing, the Security Trustee may appropriate all or part of the financial collateral in or towards satisfaction of Secured Liabilities.
- (c) The Security Trustee must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Security Trustee exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Liabilities, as the case may be, either:
 - (i) the Security Trustee must account to the Chargors for the amount by which the value of the appropriated financial collateral exceeds the Secured Liabilities; or
 - (ii) the Chargors will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Liabilities.

10.9 Restrictions on Notices

- (a) The Security Trustee shall not be entitled to give any notice referred to in paragraph 2(a) of the notice in the form of Schedule 5 unless and until a Default Event has occurred which is continuing, or any of the circumstances described in

Clause 3.4 or Clause 3.5 has arisen.

- (b) The Security Trustee shall not be entitled to give any notice or instruction (as the case may be) referred to in paragraph 2 of each notice in the form of Part 1 or Part 2 of Schedule 4 unless in accordance with Clause 8.7(b).

11. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER

11.1 Receiver as Agent

Each Receiver shall be the agent of the Chargors which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Trustee will not be responsible for any misconduct, negligence or default of a Receiver.

11.2 Powers of Receiver

Each Receiver appointed under this debenture shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this debenture), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of any Chargor, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of that Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Assets, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Assets and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Assets on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Assets and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by that Chargor and comprised in the Charged Assets;
- (h) redeem any prior Security on or relating to the Charged Assets and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on

the Chargors and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

- (i) appoint and discharge officers and others for any of the purposes of this debenture and/or to guard or protect the Charged Assets upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of that Chargor or relating to any of the Charged Assets;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Assets;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) take any action in respect of the Assigned Agreement as he sees appropriate;
- (n) exercise on behalf of the Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Premises; and
- (o) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 11.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Assets, and use the name of the Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit.

11.3 Removal of Receiver

The Security Trustee may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

11.4 Remuneration of Receiver

The Security Trustee may from time to time fix the remuneration of any Receiver appointed by it.

11.5 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this debenture (unless the document appointing such Receiver states otherwise).

12. APPLICATION OF ENFORCEMENT PROCEEDS

12.1 Order of Application

All proceeds of enforcement (whether cash or non-cash) received or recovered by the Security Trustee or any Receiver pursuant to this debenture shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Trust Deed notwithstanding any purported appropriation by the Chargors.

12.2 Insurance Proceeds

If a Default Event has occurred and is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Assets shall be paid to the Security Trustee (or, if not paid by the insurers directly to the Security Trustee, shall be held on trust for the Security Trustee) and shall be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Chargor) or (except in the case of leasehold premises) in reduction of the Secured Liabilities.

12.3 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this debenture.

12.4 Application against Secured Liabilities

- (a) Subject to Clause 12.1, any moneys or other proceeds (whether cash or non-cash) received or realised by the Security Trustee from the Chargors or a Receiver under this debenture may be applied by the Security Trustee to any item of account or liability or transaction forming part of the Secured Liabilities to which they may be applicable in any order or manner which the Security Trustee may determine.
- (b) Subject to Clause 12.4(c), the Security Trustee shall, following the satisfaction of the Secured Liabilities and payment of its costs and expenses in accordance with this debenture, the Instrument and the Trust Deed, repay to the Chargors or any of them or BBCL any money or proceeds (whether cash or non-cash) received or realised by the Security Trustee (**Repayment**).
- (c) The Security Trustee may withhold from a Repayment an amount that is equal to the value of the relevant Secured Liabilities until the earlier of (i) the expiration of the relevant time as defined in section 240 of the Insolvency Act 1986 or (ii) a Chargor demonstrating to the satisfaction of the Security Trustee (acting reasonably) that it is solvent.

12.5 Suspense Account

- (a) Until the Secured Liabilities are paid in full, the Security Trustee may place and keep (for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this debenture or on account of the Chargors' liability in respect of the Secured Liabilities in an interest

bearing separate suspense account and the Receiver may retain the same for the period which he and the Security Trustee consider expedient without having any obligation to apply all or any part of the same in or towards discharge of the Secured Liabilities.

- (b) If the security created by this debenture is enforced at a time when no amount is due under the Security Documents but at the time when amounts may or will become due, the Security Trustee (or Receiver) may pay any recoveries or other proceeds of enforcement into a suspense account.

13. PROTECTION OF THIRD PARTIES

13.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Trustee or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Trustee or any Receiver to exercise any of the powers conferred by this debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Liabilities remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

13.2 Receipt Conclusive

The receipt of the Security Trustee or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of the Security Trustee or any Receiver.

14. PROTECTION OF SECURITY TRUSTEE AND RECEIVER

14.1 No Liability

Neither the Security Trustee nor any Receiver shall be liable in respect of any of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence, wilful default or breach of any obligation under the Security Documents.

14.2 Possession of Charged Assets

Without prejudice to Clause 14.1, if the Security Trustee or the Receiver enters into possession of the Charged Assets, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

14.3 Liability of the Chargors

Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Liabilities and the Charged Assets shall be deemed to be a principal security for the Secured Liabilities. The liability of the Chargors under this debenture and the charges contained in this debenture shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Trustee or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the Chargors (as a surety only) or the charges contained in this debenture (as secondary or collateral charges only) would, but for this provision, have been discharged.

14.4 Security Trustee

The provisions of the Trust Deed shall govern the rights, duties and obligations of the Security Trustee under this debenture.

15. COSTS AND EXPENSES

15.1 Initial Expenses

Each Chargor shall promptly on demand pay to each of the Security Trustee, the other Secured Parties and any Receiver the amount of all costs and expenses (including legal fees) directly, reasonably and properly incurred by any of them in connection with:

- (a) evaluating, negotiating or complying with any request or requirement in relation to any amendment, waiver or consent relating to this debenture; and
- (b) the investigation of any Default Event.

15.2 Enforcement Expenses

Each Chargor will within ten Business Days of demand pay to each of the Security Trustee, the other Secured Parties and any Receiver or Delegate the amount of all costs and expenses (including reasonable legal fees) incurred by any of them in connection with the enforcement of or preservation of any of their rights under this debenture or any of the Charged Assets and any proceedings instituted by or against any Secured Party as a consequence of taking or holding the Charged Assets or enforcing these rights.

15.3 Stamp Duties, etc.

Each Chargor will pay and, within ten Business Days of demand, indemnify each of the Security Trustee, the other Secured Parties and any Receiver, from and against any cost, loss or liability for any stamp duty and stamp duty reserve tax.

15.4 Consequential Losses and Mitigation

The Security Trustee will not recover any special, indirect, punitive or consequential losses or damages from any Chargor pursuant to Clause 15.1 to 15.3 (inclusive) and nothing shall

restrict the Security Trustee's or any Secured Party's general obligation at law to mitigate any loss it may suffer as a result of an event which may give rise to a claim under those clauses.

15.5 Default Interest

If not paid when due, the amounts payable under this Clause 15 shall carry interest at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Secured Liabilities.

16. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

16.1 Cumulative Powers

The powers which this debenture confers on the Security Trustee, the other Secured Parties and any Receiver are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Trustee, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Trustee, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

16.2 Amounts Avoided

If any amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of that Chargor or otherwise, then for the purposes of this debenture that amount shall not be considered to have been paid.

16.3 Discharge Conditional

Any settlement or discharge between the Chargors and any Secured Party shall be conditional upon no security or payment to that Secured Party by the Chargors or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this debenture) that Secured Party shall be entitled to recover from the Chargors the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

17. RULING OFF ACCOUNTS

If the Security Trustee or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Assets (except with the consent of the Security Trustee) it may open a new account for the Chargors in its books. If it does not do so then (unless it gives express notice to the contrary to the Chargors), as from the time it receives that notice, all payments made by the Chargors to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Chargors and not as having been applied in reduction of the Secured Liabilities.

18. DELEGATION

The Security Trustee may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this debenture to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit (a "Delegate"). The Security Trustee will not be liable or responsible to the Chargors or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate.

19. REDEMPTION OF PRIOR CHARGES

The Security Trustee may, at any time after a Default Event, redeem any prior Security on or relating to any of the Charged Assets or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargors. The Chargors will on demand pay to the Security Trustee all principal monies and interest and all losses incidental to any such redemption or transfer.

20. SET-OFF

20.1 Set-off Rights

Any Secured Party may set off any matured obligation due from the Chargors under the Security Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to the Chargors, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

20.2 Different Currencies

A Secured Party may exercise its rights under Clause 20.1 notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

20.3 Unliquidated Claims

If the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

21. NOTICES

Clause 26 of the Trust Deed shall apply to this debenture.

22. CHANGES TO PARTIES

22.1 Assignment by the Security Trustee

The Security Trustee may not, without the prior written consent of the Chargors, at any time assign or otherwise transfer all or any part of its rights under this debenture in accordance with the Security Documents.

23. CURRENCY CLAUSES

23.1 Conversion

All monies received or held by the Security Trustee or any Receiver under this debenture may be converted into any other currency which the Security Trustee considers necessary to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at any spot rate of exchange then prevailing in the market for purchasing that other currency with the existing currency.

23.2 No Discharge

No payment to the Security Trustee (whether under any judgement or court order or otherwise) shall discharge the obligation or liability of the Chargors in respect of which it was made unless and until the Security Trustee has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Trustee shall have a further separate cause of action against the Chargors and shall be entitled to enforce the security constituted by this debenture to recover the amount of the shortfall.

24. MISCELLANEOUS

24.1 Certificates Conclusive

A certificate or determination of the Security Trustee as to any amount payable under this debenture will be conclusive and binding on the Chargors, except in the case of manifest error.

24.2 Invalidity of any Provision

If any provision of this debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

24.3 Counterparts

This debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this debenture.

24.4 Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this debenture and no rights or benefits expressly or impliedly conferred by this debenture shall be enforceable under that Act against the parties to this debenture by any other person.

24.5 Covenant to Release

Once all the Secured Liabilities has been paid in full and none of the Security Trustee nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of the Security Trustee and each Secured Party shall, at the request and cost of the Chargors, take any action which may be necessary to release the Charged Assets from the security constituted by this debenture.

25. GOVERNING LAW AND JURISDICTION

- (a) This debenture and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this debenture or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- (b) The Parties irrevocably submit to the jurisdiction of the courts in England for the purpose of hearing and determining any dispute arising out of this debenture (and any non-contractual disputes or claims) and for the purpose of enforcement of any judgment against the assets of the Chargors.

IN WITNESS whereof this deed has been duly executed and delivered on the above date first above written.

SCHEDULE 1

DETAILS OF PROPERTIES

Registered Land

County and District (or London Borough)	Address or description	Title No:
Camden	The premises known as the Second Floor, 12 Oval Road, London NW1 7DH	NGL10892, NGL703595, NGL871481

SCHEDULE 2

Part 1 Assigned Agreements

Name	Parties	Date
Fisher Price	Acamar Films Limited Fisher Price, Inc.	06.02.2014
Harper Collins	Acamar Films Limited Harper Collins Publishers Ltd	04.04.2012
TLC	Acamar Films Limited The Licensing Company Limited	07.05.2013
Aardman	Acamar Films Limited Aardman Animations Limited	22 September 2014
Studio Canal UK DVD	Aardman Animations Limited (acting as distributor for Acamar Films Limited) StudioCanal Limited	Undated (effect from 19.12.14)

Part 2 Insurances

Name	Parties	Date	Policy Number
Media Production Insurance	Insured: Bing Bunny Productions Ltd	15.04.2016	79962003

	Chubb Insurance Company of Europe SE		
Errors and Omissions Insurance	Insured: Brown Bag Films, Elk Media Limited Beazley Syndicates 623/2623 at Lloyds (via Quartz Insurance Brokers Ltd	11.12.2015	UKDAO016768116
Directors and Officers Insurance	Insured: Acamar Films Limited Ace European Group Limited	21.08.2016	W0935415PNPL
Professional Indemnity Insurance	Insured: Acamar Films Ltd "Certain underwriters at Lloyds" (via CFC Underwriting Limited)	19.08.2016	ESF00206155

SCHEDULE 3

Part 1

Forms of notice to counterparties (other than insurers) of Assigned Agreements/Hedging Agreements

[To be reviewed/confirmed if required]

To: [insert name and address of counterparty]

Dated: [•]

Dear Sirs

Re: [here identify the relevant Assigned Agreement/Hedging Agreement] ("Agreement")

We notify you that [**Chargor**] ("**Chargor**") has, pursuant to a debenture dated [•] 2016 ("**Debenture**") [charged in favour of]/[assigned to] Lesmoir-Gordon, Boyle & Co. Limited ("**Security Trustee**") for the benefit of itself and the Secured Parties (as defined in the Debenture) all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties.

We further notify you that:

1. the Chargor may not agree to amend or terminate the Agreement without the prior written consent of the Security Trustee;
2. the Chargor has ceased to have any right to deal with you in relation to the Agreement and therefore you should deal only with the Security Trustee;
3. you are authorised to disclose information in relation to the Agreement to the Security Trustee on request;
4. you must pay all monies to which the Chargor is entitled under the Agreement direct to the Security Trustee (and not to the Chargor) unless the Security Trustee otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Trustee.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;

- (b) you have not received notice that the Chargor has assigned its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....
for and on behalf of
ACAMAR FILMS LIMITED

[On acknowledgement copy]

To: Lesmoir-Gordon, Boyle & Co. Limited
Third Floor, 31 Dover Street, London, W1S 4ND

Copy to: Acamar Films Limited
Hanover House, 14 Hanover Square, London, W1S 1HP

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) (inclusive) above.

.....
for and on behalf of
[insert name of Counterparty]

Dated: [•]

Part 2

Form of notice to insurers

[To be reviewed/confirmed if required]

To: [insert name and address of insurance Chargor]

Dated: [•]

Dear Sirs

Re: [here identify the relevant insurance policy(ies)] ("Policies")

We notify you that [Chargor] ("Chargor") has, pursuant to a debenture dated [•] 2016 ("Debenture"), assigned to Lesmoir-Gordon, Boyle & Co. Limited ("Security Trustee") for the benefit of itself and the Secured Parties (as defined in the Debenture) all its right, title and interest in the Policies as security for certain obligations owed by the Chargor to the Secured Parties.

We further notify you that:

1. the Chargor may not agree to amend or terminate the Policies without the prior written consent of the Security Trustee;
2. the Chargor has ceased to have any right to deal with you in relation to the Policies and therefore you should deal only with the Security Trustee;
3. you are authorised to disclose information in relation to the Policies to the Security Trustee on request;
4. pay all monies to which the Chargor is entitled under the Policies direct to the Security Trustee (and not to the Chargor) unless the Security Trustee otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Trustee.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you will note the Security Trustee's interest as first loss payee on the Policies;
- (c) you will pay all monies to which the Chargor is entitled under the Policies direct to the Security Trustee (and not to the Chargor) unless the Security Trustee otherwise agrees in writing;

- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Trustee not less than 14 days written notice;
- (e) you have not received notice that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....
for and on behalf of
Acamar Films Limited

[On acknowledgement copy]

To: Lesmoir-Gordon, Boyle & Co. Limited
Third Floor, 31 Dover Street, London, W1S 4ND

Copy to: Acamar Films Limited
Hanover House, 14 Hanover Square, London, W1S 1HP

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) (inclusive) above.

.....
for and on behalf of
[insert name of insurance company]

Dated: [•]

SCHEDULE 4

Form of notice to bank operating the Designated Account

[To be reviewed/confirmed if required]

To: [insert name and address of Account Bank] ("Account Bank")

Dated: [•]

Dear Sirs

Re: [Chargor] - Security over Bank Accounts

We notify you that [Chargor] ("Chargor") has, pursuant to a debenture dated [•] 2016 ("Debenture"), charged to Lesmoir-Gordon, Boyle & Co. Limited ("Security Trustee") for the benefit of itself and the Secured Parties (as defined in the Debenture) all their rights, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice ("Charged Accounts") and to all interest (if any) accruing on the Charged Accounts.

1. We irrevocably authorise and instruct you:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Trustee and to pay all or any part of those monies to which the Chargor would otherwise be entitled to receive, to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect; and
 - (b) to disclose to the Security Trustee any information relating to the Chargor and the Charged Accounts which the Security Trustee may from time to time request you to provide.
2. We also advise you that:
 - (a) by counter-signing this notice the Security Trustee confirms that the Chargor may make withdrawals from the Charged Accounts in the schedule below until such time as the Security Trustee shall notify you (with a copy to the Chargor) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Trustee in its absolute discretion at any time; and
 - (b) the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Trustee.
3. Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) by way of your confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;

- (b) you have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Trustee; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Schedule

Account Number

Sort Code

Yours faithfully

.....
for and on behalf of
[Chargor]

Counter-signed by

.....
for and on behalf of
Lesmoir-Gordon, Boyle & Co. Limited

[On acknowledgement copy]

To: Lesmoir-Gordon, Boyle & Co. Limited

Third Floor, 31 Dover Street, London, W1S 4ND

Copy to: Acamar Films Limited
Hanover House, 14 Hanover Square, London, W1S 1HP

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) (inclusive) above.

Our acknowledgement of the notice is subject to the following conditions:-

1. We shall not be bound to enquire whether the right of any person (including, but not limited to, the Security Trustee) to withdraw any monies from the Charged Accounts has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) notice to the contrary or (C) to be responsible for the application of any monies received by such person (including, but not limited to, the Security Trustee); and
2. We shall have no liability for having acted on instructions from any person (including, but not limited to, the Security Trustee) which on their face appear to be genuine, and which comply with the latest bank mandate held by us or relevant electronic banking system procedures in the case of an electronic instruction; and
3. We shall not be deemed to be a trustee for the Chargor or the Security Trustee of the Charged Accounts.

.....
for and on behalf of
[Insert name of Account Bank]

Dated: [•]

SIGNATORIES TO DEBENTURE

EXECUTED as a deed by)
ACAMAR FILMS LIMITED)
acting by Julie Fitzjohn)
in the presence of:)

Signature of director....

Signature of witness

Name of witness Justin Edger

Address of witness

Occupation of witness Solicitor

EXECUTED as a deed by)
BING BUNNY COLLECTIONS LIMITED)
acting by Julie Fitzjohn)
in the presence of:)

Signature of director.....

Signature of witness

Name of witness Justin Edger

Address of witness

Occupation of witness Solicitor

EXECUTED as a deed by
BING BUNNY PRODUCTIONS LIMITED
acting by Julie Fitzjohn
in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a deed by
LESMOIR-GORDON, BOYLE & CO. LIMITED
acting by _____
in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a deed by
BING BUNNY PRODUCTIONS LIMITED
acting by _____
in the presence of:

Signature of director.....

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a deed by
LESMOIR-GORDON, BOYLE & CO. LIMITED
acting by Andrew Gibson
in the presence of:

Signature of director.....

Signature of witness

Name of witness Daniel Lawson

Address of witness

Occupation of witness analyst, corporate finance