



**Registration of a Charge**

Company name: **ACAMAR FILMS LIMITED**

Company number: **04399568**



X4MEN329

Received for Electronic Filing: **16/12/2015**

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**Details of Charge**

Date of creation: **07/12/2015**

Charge code: **0439 9568 0005**

Persons entitled: **S4C DIGITAL MEDIA LIMITED**

Brief description:

**Contains fixed charge(s).**

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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: **OWAIN JONES**



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

Company number: 4399568

Charge code: 0439 9568 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2015 and created by ACAMAR FILMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2015 .

Given at Companies House, Cardiff on 17th December 2015

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 7 December 2015

## Charge and Deed of Assignment

In relation to the children's animated television series provisionally entitled "Bing"

- (1) SAC DIGITAL MEDIA LIMITED
- (2) ACAMAR FILMS LIMITED

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THIS CHARGE AND DEED OF ASSIGNMENT (the Charge) has been executed and delivered as a deed on 2015

**BETWEEN**

- (1) **S4C DIGITAL MEDIA LIMITED** (Company Number: 03418710) of Parc Ty Glas, Llanishen, Cardiff CF14 5DU (the Chargee); and
- (2) **ACAMAR FILMS LIMITED** (Company Number: 04399568) of 20 Oval Road, London NW1 7DH (the Chargor).

**BACKGROUND**

- (A) Pursuant to an agreement dated on or around the date hereof between inter alia the Chargor, the Chargee and Bing Bunny Collections Limited (the Investment Agreement), the Chargee agreed, subject to the terms and conditions contained in the Investment Agreement, to make available to the Chargor the sum of Two Hundred Thousand Pounds (£200,000) (the Deficit Finance) in the form of Deficit Finance (as such expression is defined in the Investment Agreement) for the purpose of defraying the proper costs of production incurred or to be incurred by the the Chargor in connection with a children's animated television series consisting of 78 episodes provisionally entitled "Bing" together with related DVDs and digital publishing and licensing materials (as further described in the Investment Agreement (the Series).
- (B) One of the conditions precedent to the availability of the Investment is the execution by the Chargor of this Charge as security for the performance of its obligations under the Investment Agreement and the repayment of the Debt.
- (C) This is the Charge referred to in the Investment Agreement.

**IT IS AGREED as follows:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Charge, unless the context requires otherwise, the following terms will have the respective meanings set out below:

|                        |                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Act</b>             | means the Copyright, Designs and Patents Act 1988 (as amended from time to time).                                                                                                                                                                                                                                                                                     |
| <b>Business Day</b>    | means (a) any day that is not a Saturday, Sunday, or any day on which banks are closed for business in London.                                                                                                                                                                                                                                                        |
| <b>Charge Expenses</b> | means all reasonable, direct, out of pocket costs (including legal costs), charges and expenses sustained or incurred from time to time by the Chargee in connection with: <ul style="list-style-type: none"><li>(a) the enforcement, defence or protection of the security constituted by this Charge; and</li><li>(b) the appointment of any Receiver; or</li></ul> |
| <b>Charged Assets</b>  | means all benefit of all distribution agreements entered into by the Chargor with any distributor for the exploitation of the Series                                                                                                                                                                                                                                  |

but only to the extent of the proceeds thereof and to the extent such proceeds come within the definition of "Gross Receipts" (as such expression is defined in the Investment Agreement) and are not excluded from such definition and have been inadvertently been paid to or received by the Chargor instead of Bing Bunny Collections Limited as collection agent and solely to the extent of the Chargee's entitlement to those Gross Receipts in recoupment of the Deficit Finance and the Deficit Finance Premium pursuant to and in accordance with the recoupment schedule contained in Schedule 4 to the Investment Agreement.

|                                |                                                                                                                                                                                                                                                                 |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Debt</b>                    | means the Deficit Finance and the Deficit Finance Premium due to the Chargee under the Investment Agreement.                                                                                                                                                    |
| <b>Deficit Finance</b>         | Shall have the meaning given to that expression in Recital (A).                                                                                                                                                                                                 |
| <b>Deficit Finance Premium</b> | means the sum of £36,000.                                                                                                                                                                                                                                       |
| <b>Event of Default</b>        | has the meaning set out in Clause 5.                                                                                                                                                                                                                            |
| <b>GAAP</b>                    | means generally accepted accounting principles, standards and practices in the United Kingdom.                                                                                                                                                                  |
| <b>Group</b>                   | means the Chargee, any subsidiary or holding company from time to time of the Chargee and any subsidiary from time to time of that holding company. For the avoidance of doubt a company shall include a statutory corporation for the purposes of this Charge. |
| <b>Receiver</b>                | means any receiver or manager or administrative receiver of administrator who is appointed by the Chargee or the Chargee's statutory powers.                                                                                                                    |
| <b>Secured Obligations</b>     | means the Deficit Finance, the Deficit Finance Premium and the Charge Expenses.                                                                                                                                                                                 |
| <b>Security Interest</b>       | means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.                                                                                                         |

## 1.2 Interpretation

In this Charge, unless otherwise specified, references to:

- 1.2.1 statutes, statutory provisions and other legislation will include all amendments, substitutions, modifications and re-enactments for the time being in force;
- 1.2.2 Including will not be construed restrictively but will be construed as meaning Including, without prejudice to the generality of the foregoing;
- 1.2.3 a party or to the parties are to one or both of the parties to this Charge;



- 1.2.4 clauses are to be construed as references to the clauses of this Charge;
  - 1.2.5 Schedules are to be construed as references to the schedules of this Charge, and references to this Charge include the Schedules to it;
  - 1.2.6 this Charge and to any provisions of it or to any other document referred to in this Charge will be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
  - 1.2.7 words importing the singular will include the plural and vice versa and words denoting any gender will include all genders;
  - 1.2.8 any person are to be construed to include references to any individual, company, firm, corporation, partnership, joint venture, association, institution, trust or government (whether or not having a separate legal personality);
  - 1.2.9 any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
  - 1.2.10 clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
  - 1.2.11 the headings in this Charge are for guidance only and will not affect its interpretation;
  - 1.2.12 the term copyright, films, sound recording and references to all other rights mentioned in this Charge will (where the context requires) be construed in accordance with the Act;
  - 1.2.13 the words approval and approved as used in this Charge with reference to an approval right granted to the Chargee means that the Chargee will have the right to approve or to withhold approval of the subject matter with respect to which the approval is required (such approval not to be unreasonably withheld or delayed); and
  - 1.2.14 all accounting terms not specifically defined in this Charge will be construed in accordance with GAAP and, except where otherwise specified, all financial data submitted in connection with this Charge will be prepared in accordance with GAAP.
- 1.3 Third Party Rights
- 1.3.1 Except as expressly provided to the contrary in this Charge, this Charge is for the benefit of the contracting parties only and will not confer any benefit on any third party. A person who is not a party to this Charge may not, except as provided in this Charge, enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
  - 1.3.2 Any beneficiary of any assignment of this Charge made by Chargee in accordance with Clause 11 enjoys the benefit of this Charge and may enforce any of the terms of this Charge.
  - 1.3.3 Each Receiver enjoys the benefit of and may enforce any provision of this Charge applicable to a Receiver in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

- 1.3.4 Notwithstanding any provision of this Charge, no consent of any third party is required for any variation (including any release or compromise of any liability under this Charge) or termination of this Charge.

**2. COVENANT TO DISCHARGE AND PERFORM THE SECURED OBLIGATIONS**

In consideration of the Chargee advancing the Deficit Finance under the Investment Agreement the Chargor covenants with and undertakes to the Chargee, to duly and punctually perform, pay and discharge all Secured Obligations to the Chargee in accordance with the terms of the Investment Agreement.

**3. SECURITY**

- 3.1 As continuing security for the discharge and performance of the Secured Obligations in favour of the Chargee and the performance of the obligations of the Chargor under this Charge:

**3.1.1 Fixed Charges**

the Chargor hereby charges to the Chargee, by way of fixed charge and with full title guarantee, all of its right, title and interest and benefit in and to the Charged Assets.

**3.1.2 Assignment**

the Chargor assigns and agrees to assign to the Chargee, by way of security and with full title guarantee (and, insofar as necessary, by way of present assignment of future copyright pursuant to Section 91 of the Act) in all jurisdictions, all of its right, title, interest and benefit in and to the Charged Assets including the rights to make demands, take any action (including for specific performance) or to exercise any remedies which are available at law or in equity to the Chargor.

- 3.2 This Charge is a continuing security and will remain in force notwithstanding any intermediate payment or settlement of account or other act, omission or matter whatsoever which might operate to release the Chargor from its obligations under this Charge, or affect such obligations or release or diminish the security created by this Charge, and is in addition to and will not merge into or otherwise prejudice or affect any guarantee, Security Interest or other right or remedy which is now or hereafter held by or available to the Chargee against the Chargor or any other person in respect of the Charged Assets, and will not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any right which the Chargee may now or hereafter have or by the Chargee giving time for payment or indulgence or compounding with any other person.

- 3.3 The covenants implied by Sections 2(1) and 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 will apply to the assignment created by this Charge, provided that the operation of such covenants will be extended by the omission of the words following "third parties" in Section 3(1)(b).

**4. QUIET ENJOYMENT**

- 4.1 It is agreed that until this Charge becomes enforceable the Chargor shall be fully entitled to trade and operate its business in such a manner as it shall in its sole direction think fit (including without limitation entering into loan and other financing arrangements, assigning or licensing any rights and any other assets (including Charged Assets) relating to the Series to third parties and the Chargee expressly agrees that it shall not restrict or prejudice such activities prior to this



Charge becoming enforceable. The Chargee agrees to sign any documents reasonably required by the Chargor or any third party to evidence or effect the provisions of this Clause.

- 4.2 The Chargor undertakes not to inform any third party (including any bank at which the production account or any other account in the Chargor's name is held) that the Charge has become enforceable unless and until the Charge has become properly enforceable in accordance with the terms of this Charge.

## **5. EVENTS OF DEFAULT**

Each of the events set out below is an **Event of Default**:

### **5.1 Insolvency**

The Chargor:

5.1.1 becomes insolvent, is unable or admits in writing its inability to meet its debts generally as and when they fall due, or if a meeting of creditors is convened by the Chargor or, if any composition or arrangement for the benefit of the creditors generally of the Chargor is proposed or entered into, or if any petition is presented and not discharged within twenty-one (21) days for the purpose of considering a resolution for the liquidation of the Chargor (except, and subject to the Chargee's prior written approval, in the event of a bona fide company reorganisation or amalgamation) or if any similar proceedings are taken for the winding up, bankruptcy or dissolution of any of the Chargor; or

5.1.2 makes an assignment for the benefit of its creditors generally or to an agent who is authorised to liquidate any substantial amount of its properties or assets;

5.1.3 applies for or consents to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or institutes or has instituted against it any proceedings for relief under any bankruptcy law or any law for the relief of debtors or has entered against it any order or judgment decreeing its dissolution or division; or

### **5.2 Encumbrances etc**

Any trustee, administrative receiver, administrator or receiver or similar officer is appointed in respect of the whole, or, in the opinion of the Chargee, a material part of the assets or undertaking of the Chargor; or

### **5.3 Distress or Execution**

A distress or execution is or will be levied or enforced upon, or issued against the whole or any part of the property of any of the Chargor and is or will not be paid within twenty-one (21) days of the same; or

### **5.4 Other Jurisdictions**

Any event analogous to the foregoing occurs in any other jurisdiction.

## **6. ENFORCEMENT**

- 6.1 Upon becoming aware of an Event of Default the Chargee shall notify the Chargor thereof and the Chargor shall have ten (10) Business Days within which to (i) cure the Event of Default (unless

there is a longer cure period set out in Clause 5 above for the applicable Event of Default in which case the longer period shall apply instead); or (ii) repay in full to the Chargee any part of the Deficit Finance and the Deficit Finance Premium which has not been repaid to or recouped by the Chargee at such date. Unless the Chargor satisfies at least one of the conditions contained in (i) and (ii) above (in which case this Charge shall not become enforceable) this Charge will become enforceable upon the date of such failure to satisfy both of such conditions, at which time (1) the security created by this Charge will become immediately enforceable, (2) the obligations of the Chargee under the Investment Agreement and otherwise in relation to the Series will immediately terminate and (3) the Debt will be immediately due and payable in full (without prejudice to the Chargee's rights thereunder). For the avoidance of doubt this Charge shall only become enforceable following an Event of Default as defined in Clause 5 above and in no other circumstances whatsoever.

- 6.2 On or at any time after this Charge has become enforceable (and without prejudice to the statutory power of sale conferred by the Law of Property Act 1925 (the LPA) which is applicable to this Charge), the Chargee will be entitled to:

6.2.1 sell the Charged Assets or any part or parts of them or otherwise exploit them or turn them to account for such price and in such manner as the Chargee in its absolute discretion thinks fit; and

6.2.2 exercise all powers set out in the LPA and Schedule 1 to the Insolvency Act 1986 (as amended) and any other powers the Chargee may have in law.

- 6.3 Section 103 of the LPA and the restriction contained in Section 93 of the LPA will not apply to the security created by this Charge.

## 7. APPOINTMENT OF RECEIVER

- 7.1 In addition to the provisions of Clause 6, the Chargee may at any time after an Event of Default has occurred, appoint a Receiver of the Charged Assets on such terms as the Chargee thinks fit and may from time to time remove any Receiver and appoint another in his or their place.

- 7.2 If a Receiver is appointed, such Receiver will be the agent of the Chargor and have all of the powers set out in Schedule 1 to the Insolvency Act 1986 (as amended) and in addition will have the power:

7.2.1 to enter upon any premises for the purpose of and to take possession of, collect, get in, enforce and/or realise all and any part of the Charged Assets and to take, enforce, defend or abandon any actions, suits and proceedings in the name of the Chargor or otherwise in relation to the Charged Assets as he or the Chargee thinks fit;

7.2.2 to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is a creditor of the Chargor in relation to the Charged Assets or any part of it;

7.2.3 to assign, sell, lease, licence, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing of any Charged Assets and to vary, terminate or accept surrenders of leases or licences in respect of any of the Charged Assets in such manner and generally on such terms and conditions as he or the Chargee thinks fit, and to carry any such transactions into effect in the name of and on behalf of the Chargor or otherwise;

- 7.2.4 to take any steps that may be necessary or desirable to effect compliance with all or any of the contracts and agreements which are charged or assigned to the Chargee pursuant to this Charge;
- 7.2.5 to carry on, manage or concur in carrying on and managing the business of the Chargor solely in respect of the Series or any part of it including, without limitation, to take over and complete the production of the Series;
- 7.2.6 to raise or borrow any money that may be required upon the security of the whole or any part of the Charged Assets or without such security upon such terms as the Chargee or he thinks fit;
- 7.2.7 to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for the sole purpose of realising the Charged Assets;
- 7.2.8 to make any arrangement or compromise, pay any compensation or incur any obligation and enter into any contracts which he or the Chargee will think expedient in the interests of the Chargee in respect of the Charged Assets;
- 7.2.9 in respect of the Charged Assets to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he or the Chargee lawfully may or can do;
- 7.2.10 to appoint and discharge managers, advisers, officers, agents, contractors, workmen and employees for any of the aforesaid purposes for such remuneration and on such other terms as the Chargee or the Receiver thinks fit;
- 7.2.11 to make any arrangement or compromise and enter into any contract or do any other act or make any omission which he thinks expedient in the interest of the Chargee and to do any other act or thing which a Receiver appointed under the LPA or the Insolvency Act 1986 (as amended) would have power to do, subject to the provisions of this Charge, provided always that nothing contained in this Charge will make the Chargee liable to such Receiver in respect of the Receiver's remuneration, costs, charges or expenses or otherwise; and
- 7.2.12 to exercise all such other power and authority in relation to all or any part of the Charged Assets as he or the Chargee thinks fit to confer, so that he or the Chargee may, in relation to all or any part of the Charged Assets, exercise and confer any powers and authorities which it could exercise and confer if it had full title guarantee thereto,

PROVIDED ALWAYS that nothing contained in this Charge will make the Chargee liable to the Receiver in respect of his remuneration, costs, charges or expenses or otherwise for which, together with the Receiver's acts, contracts, defaults and omissions, the Chargor alone will be liable.

- 7.3 The foregoing powers of sale and of appointing a Receiver will be exercisable without any restrictions (including, but not limited to, those contained in Sections 103 and 109 of the LPA) but subject always to the provisions of the Enterprise Act 2002.
- 7.4 The power to appoint a Receiver will be in addition to all statutory and other powers of the Chargee under the LPA to the extent the LPA, may be relevant to the security created by this Charge, and the Receiver will have and will be entitled to exercise all powers conferred under the LPA in the same way as if he had been duly appointed under it. Such power to appoint a

Receiver under this Charge or by statute will be and will remain exercisable by the Chargee notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

- 7.5 The Chargee or the Receiver may enforce the security created by this Charge in any order which the Chargee or the Receiver in its sole and absolute discretion thinks fit.
- 7.6 The Chargee may appoint more than one Receiver and in such event any reference in this Charge to a Receiver will apply to both or all of the Receivers so appointed and the appointment of Receivers so made will be deemed to be a joint and several appointment and so that the rights, powers, duties and discretions vested in the Receivers so appointed may be exercised by them all jointly or severally by each of them.
- 7.7 The Chargee will not, nor will any Receiver, by reason of the Chargee or the Receiver entering into possession of the Charged Assets or any part thereof, be liable to account as mortgagee in possession or for any default or omission of any nature whatsoever for which a mortgagee in possession might be liable, or be liable for any loss or damage occasioned by or upon realisation or diminution in value happening in or about the exercise of any power conferred by this Charge or by statute, and the Chargor will have no right of action or claim against the Chargee on the grounds that a better price could or might have been obtained on any such realisation, sale or disposal. The Chargee and the Receiver will be entitled to all the rights, powers, privileges and immunities conferred by statute on mortgagees and Receivers.
- 7.8 As and when this security created under this Charge becomes enforceable, the Chargor declares that it will hold the Charged Assets (subject to the Chargor's rights of redemption) upon trust to convey, assign or otherwise deal with the same in such manner and to such person as the Chargee directs and declares that it will be lawful for the Chargee to appoint a new trustee or trustees of the Charged Assets and in particular, but without limitation, at any time or times to appoint a new trustee or trustees thereof in place of the Chargor.
- 7.9 At any time after the security created under this Charge becomes enforceable, the Chargee or Receiver may (but will not be obliged to) do all such things and incur all such expenditure as the Chargee or such Receiver in its sole discretion considers necessary or desirable to remedy such default or protect or realise the Charged Assets or interests under this Charge and in particular (but without limitation) may enter upon the Chargor's property and may pay any monies which may be payable in respect of any of the Charged Assets, and any monies expended in so doing by the Chargee or the Receiver will be deemed to form part of the Charge Expenses.
- 7.10 Any monies obtained by the Chargee or by a Receiver appointed hereunder whether by sale of any of the Charged Assets or obtained by carrying on the business or otherwise shall be applied:
- 7.10.1 first, in payment of the Charge Expenses; and
- 7.10.2 second, as Gross Receipts in accordance with the terms of the Recoupment Schedule (as defined in the Investment Agreement) and the recoupment order contained therein and it is hereby acknowledged and agreed that all of Chargor's rights hereunder are subordinated in all respects to the terms of the Recoupment Schedule.

#### 8. REPRESENTATIONS AND WARRANTIES, COVENANTS AND UNDERTAKINGS

The Chargor hereby represents and warrants, covenants and undertakes, in respect of itself only and to the extent applicable to it, to and with the Chargee that:

- (a) to the best of its knowledge and belief, all statements contained in this Charge, whether as to matters of fact or law, are true, complete and accurate in all respects;



- (b) it is a company duly incorporated and validly existing in good standing under and by virtue of the laws of the jurisdiction of its incorporation;
- (c) it is able to and is not deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (as amended);
- (d) its memorandum and articles of association (or applicable constitutional documents) include provisions which give it all necessary corporate power and authority to own its assets and to carry on its business as it is now being conducted, and it is duly qualified to do business in all jurisdictions and to enter into and perform the Investment Agreement and it has the full capacity to enter into this Charge and all other agreements and documents required under this Charge and has the full capacity to charge and assign to the Chargee the Charged Assets and it has taken or will take all corporate or other actions necessary to authorise the execution, delivery and performance of the Investment Agreement;
- (e) there are no proceedings, claims or litigation which are current, pending or, threatened which could affect the production, completion, delivery, distribution or exploitation of the Series or would adversely affect its ability to observe or perform its obligations under the Investment Agreement;
- (f) this Charge constitutes its legal, valid and binding obligations, which are enforceable against it in accordance with its terms;
- (g) all consents, authorisations, approvals, licences, exemptions, filings, registrations, notarisations and other requirements of any governmental, judicial and public bodies and authorities which are required or advisable in connection with the execution, delivery, performance, validity, admissibility in evidence and enforceability of the Investment Agreement have been obtained or effected (or, in the case of registrations, will be effected within any applicable required period) and (if obtained or effected) are in full force and effect, and there has been no default in the performance of any of their terms and conditions;
- (h) the choice of English law to govern this Charge and its submission to the non-exclusive jurisdiction of the English courts in respect of any disputes arising under it are valid and binding on it;
- (i) the execution, delivery and performance of the Investment Agreement does not and will not violate in any respect any provision of (i) any law, judgment, regulation, treaty, convention, decree, order or consent to which it is subject or by which it, the Charged Assets or any material part of its assets or business is bound or affected, or (ii) its constitutional documents;
- (j) no event has occurred which constitutes a default under or in respect of any law, or of any agreement or instrument to which it is a party or by which it or its assets may be bound (including, inter alia, the Investment Agreement) and no event has occurred which, with the giving of notice, the passing of time or on any other condition being satisfied or any determination being made would be likely to constitute a default under or in respect of any law or agreement which is likely to have a material adverse effect on its assets, financial condition, prospects or operations or materially and adversely affect its ability to observe or perform its obligations under this Charge;
- (k) it will at all times comply with the terms (express or implied) of this Charge and the Investment Agreement;

- (l) upon the request of the Chargee it will give written notice (in such form and to such persons as the Chargee requires) of the security created by this Charge;
- (m) it will notify the Chargee in writing of the occurrence of any Event of Default immediately on becoming aware of the same, and at the same time inform the Chargee of any action which is taken or proposed to be taken in connection with Event of Default;
- (n) when required by the Chargee it will execute and do all such mortgages, charges, transfers, assignments, assurances, documents, acts and things in such form and otherwise as the Chargee may reasonably require for perfecting the security intended to be constituted by this Charge, for further charging the Charged Assets in order to secure further the Secured Obligations, for converting any Floating Charge forming part of this Charge into a fixed charge, for protecting the Chargee's interest in the Charged Assets or for effecting or facilitating the exercise by the Chargee of its powers, authorities and discretions under this Charge or by statute conferred on them or any Receiver and will from time to time when so required by the Chargee produce to or deposit with the Chargee during the continuance of this Charge all deeds and documents of title (to the extent that the Chargor is in actual or constructive possession or control of the same) relating to the Charged Assets or any of them.

#### **9. INDEMNITY**

The Chargor covenants with and undertakes to the Chargee, to fully indemnify the Chargee and the Receiver, and to pay each of them on demand against any and all claims, proceedings, liabilities, reasonable direct out-of-pocket costs, charges and expenses which the Chargee or the Receiver may incur (in the case of the Chargee, before or after a demand has been made for payment or discharge of the Secured Obligations) as a result of an Event of Default.

#### **10. GRANT OF TIME OR INDULGENCE**

The security created by this Charge will not be affected or prejudiced in any way by the Chargee giving time or granting any indulgence to the Chargor or accepting any composition from or compounding with or making any other arrangement with the Chargor in respect of the Secured Obligations and the Chargee may enforce the security created by this Charge and any other security it may hold in respect of such Secured Obligations in any order which it thinks fit.

#### **11. ASSIGNMENT**

The Chargee will be entitled to assign the benefit (but not the obligations) contained in this Charge whole or in part to an entity within the same Group by written notice to the Chargor stating the name and address of the assignee.

#### **12. PROTECTION OF THIRD PARTIES**

**12.1** No purchaser, mortgagee or other third party dealing with the Chargee and/or any Receiver will be concerned to enquire whether any of the powers which they have exercised or purported to exercise under this Charge have arisen or become exercisable or whether the Secured Obligations remain outstanding or as to the propriety or validity of the exercise or purported exercise of any such power and the title of a purchaser or other person and the position of such a person will not be prejudiced by reference to any of those matters.

**12.2** The receipt of the Chargee or any Receiver will be an absolute and conclusive discharge to any such purchaser, mortgagee or third party and will relieve such person of any obligation to see to the application of any sums paid to or by the direction of the Chargee or any Receiver.



**13. PROTECTION OF CHARGE AND RECEIVER**

**13.1** Neither the Chargee nor the Receiver will be liable to the Chargor in respect of 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.

**13.2** Without prejudice to the generality of Clause 13.1 entry into possession of the benefit of any distribution agreements entered into by the Chargor with any distributor for the exploitation of the Series and the proceeds derived therefrom will not render the Chargee or any Receiver liable to account as mortgagee in possession and if and whenever the Chargee or any Receiver enters into possession of the foregoing or any part of them they may at any time go out of such possession.

**14. POWER OF ATTORNEY**

**14.1** With effect from this Charge becoming enforceable, the Chargor irrevocably and by way of security appoints the Chargee and if any Receiver has been appointed the Chargee and any Receiver jointly and severally the attorney and attorneys of the Chargor and in its name and on its behalf and as its act and deed to sign, execute and do all acts, things and documents which the Chargor is obliged or which a Receiver is empowered to execute or do under this Charge.

**14.2** Subject as aforesaid this appointment will operate as a general power of attorney made under Section 10 of the Powers of Attorney Act 1971. This power of attorney will terminate without further notice on the discharge and re-assignment of the security constituted by this Charge.

**14.3** The Chargor hereby covenants with the Chargee that on request it will ratify and confirm all documents, acts and things and all transactions entered into by the Chargee or by the Chargor at the instance of the Chargee in the exercise or purported exercise of the powers granted by Clause 14.

**15. FURTHER ASSURANCE**

The Chargor will on demand execute any document and do any other act or thing which the Chargee may specify for perfecting any security created or intended to be created by this Charge or which the Chargee or the Receiver may reasonably specify with a view to facilitating the exercise, or the proposed exercise, of any of their powers.

**16. WAIVERS, REMEDIES CUMULATIVE**

The powers which this Charge confers on the Chargee are cumulative and without prejudice to its powers under general law and may be exercised as often as the Chargee deems appropriate. The rights of the Chargee and the Receiver (whether arising under this Charge or under the general law) will not be capable of being waived or varied otherwise than by an express waiver or variation in writing and in particular any failure to exercise or any delay in exercising on the part of the Chargee or the Receiver any of the rights will not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any such right will not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on the part of either the Chargee or the Receiver or on its or their behalf will in any way preclude either the Chargee or the Receiver from exercising any such right or commute a suspension or variation of any such right.

**17. POWER OF SALE**

The power of sale conferred on mortgagees by the LPA will apply to the security created by this Charge but without the restrictions contained in the said Act as to giving notice or otherwise and

as between the Chargee and a purchaser or other person dealing with the Chargee or a Receiver, the statutory power of sale arise on and will be exercisable at any time on or after this Charge has become enforceable.

**18. DISCHARGE AND RE-ASSIGNMENT**

Upon repayment in full to the Chargee of the Deficit Finance and the Deficit Finance Premium the Chargee will at the request of the Chargor discharge this Charge and re-assign the Chargor's rights in and to the Charged Assets and the Chargee will on demand execute any document and do any right or thing which the Chargee may specify for perfecting such discharge and reassignment or which the Chargor may specify with a view to the Chargor evidencing such discharge.

**19. NOTICES**

**19.1** All notices, which are required to be given under this Charge will be delivered personally or sent by pre-paid first class post or email transmission to the address or email address (or such other address or email address as the recipient may designate by notice given under this clause):

**19.1.1** the Chargor: 20 Oval Road, London NW1 7DH (Attn: Mikael Shields)  
(Email: Mikael@acamarfilms.com)

**19.1.2** the Chargee: Parc Ty Glas, Llanishen, Cardiff CF14 5DU (Attn: Elin Morris)  
(Email: elin.morris@s4c.co.uk)

**19.2** Notwithstanding the foregoing it is agreed that any notice to the Chargor of an Event of Default shall be delivered personally or by signed-for courier only and followed the same day by an email notice.

**19.3** Notices will be deemed to be received by prepaid first class letter post, 24 hours after posting; by email, when despatched; in person, when delivered; if received or deemed to have been delivered outside normal business hours or on a day which is not a Business Day, on the next following Business Day; and to the Chargee, only when actually received by the Chargee.

**20. INVALIDITY OF ANY PROVISION**

If at any time any one or more of the provisions of this Charge becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

**21. COUNTERPARTS**

**21.1** This Charge may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement.

**21.2** Delivery of an executed counterpart of this Charge by facsimile or transmitted electronically in either TIFF or PDF format shall be equally effective as delivery of a manually executed counterpart.

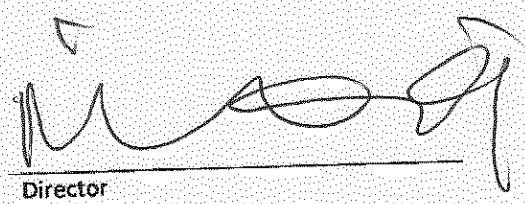
**22. GOVERNING LAW AND JURISDICTION**

**22.1** This Charge (and any and all non-contractual claims and/or disputes relating hereto) will be governed by and construed in all respects in accordance with the laws of England and Wales, and the Courts of England and Wales will have non-exclusive jurisdiction to hear any disputes arising out of the interpretation and construction of the terms of this Charge (the Proceedings).

22.2 The Chargor irrevocably agrees that a judgment in any Proceedings brought in any competent court will be conclusive and binding upon the Chargor and may be enforced, whether against property, assets or otherwise howsoever, in the courts of any other jurisdiction.

THIS CHARGE has been EXECUTED and DELIVERED as a DEED by the parties on the date stated at the beginning.

SIGNED EXECUTED and unconditionally  
DELIVERED as a DEED by  
ACAMAR FILMS LIMITED  
acting by a Director  
in the presence of:

  
Director

Witness:

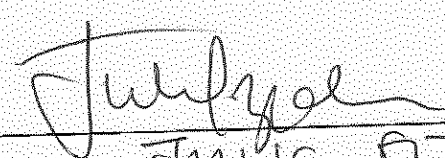
Witness:

Signature:

Name:

Address:

Occupation:

  
JULIE FITZJOHN  
76A ELGIN AVE  
LONDON  
W9 2HB

SIGNED EXECUTED and unconditionally  
DELIVERED as a DEED by  
S4C DIGITAL MEDIA LIMITED  
acting by a Director  
in the presence of:

  
Director

Witness:

Signature:

Name:

Address:

Occupation:

  
MELLYR HEDD  
S4C  
PARC TY GLAS  
CARDIFF CF14 5DU  
CORPORATE AND COMMERCIAL ASSISTANT