

MR01

Particulars of a charge



Companies House

520 840/13.

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR0

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form
scanned and placed on the public record **Do not send the original**



A23 *A39SAS61* #350
11/06/2014
COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 08260697
Company name in full ALTUS MEDIA (FIVE) PLC (the "Chargor")

For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 09/06/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ELECTRIC SHADOW USA LLC (the "Chargee")

Name

Name


Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p> <p>As a continuing security for the payment and discharge of the Secured Liabilities the Chargor with full title guarantee assigns to the Chargee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, the benefit of each Relevant Agreement and each Relevant Policy For more details refer to the Security Assignment</p>	<p>Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the charge</p>	

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name PHILIP RYMER

Company name LEWIS SILKIN LLP

Address 5 CHANCERY LANE

CLIFFORD'S INN

Post town LONDON

County/Region

Postcode E C 4 A 1 B L

Country UNITED KINGDOM

DX

Telephone 020 7074 8000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8260697

Charge code: 0826 0697 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2014 and created by ALTUS MEDIA (FIVE) PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2014.

[Handwritten signature]

Given at Companies House, Cardiff on 17th June 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED

9 June 2014

SECURITY ASSIGNMENT OF CONTRACTUAL RIGHTS

between

ALTUS MEDIA (FIVE) PLC


and

ELECTRIC SHADOW USA, LLC

We hereby certify this to be a true
and accurate copy of the original

Signed

Lewis Silkin LLP

 10/6/14.

THIS DEED is dated 9 June 2014

PARTIES

- (1) **ALTUS MEDIA (FIVE) PLC** incorporated and registered in England and Wales with company number 08738751 whose registered office is at Valhalla House, 30 Ashby Road, Tove Valley Business Park, Towcester, Northampton NN12 6PG ("**Borrower**")
- (2) **ELECTRIC SHADOW USA, LLC** of 1201 North Market Street, PO Box 1347, Wilmington, New Castle County, Delaware 19801, USA ("**Lender**")

BACKGROUND

- (A) The Lender has agreed, pursuant to the Sub-Participation Agreement, to provide the Borrower with a bridge loan facility on a secured basis
- (B) Under this deed, the Borrower provides security to the Lender for the loan facility made available under the Sub-Participation Agreement

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed

Business Day a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

Counterparty: any party to a Relevant Agreement other than the Borrower

Film: means the feature film entitled "The Woods"

Event of Default: has the meaning given to that expression in the Relevant Agreements

Interparty Agreement: that certain interparty agreement between, inter alios, the Borrower and one or more Counterparty relating to the Film and dated on or about the date hereof

Permitted Encumbrances: means any and all security documentation mortgages charges assignments consents and notices relating to the Film and referred to in the Interparty Agreement only

Relevant Agreement: each document described in Schedule 1 and the Interparty Agreement and each other agreement designated as a Relevant Agreement by the Lender in writing from time to time

Relevant Policy: each insurance policy referred to in the Interparty Agreement and the proceeds of such insurance policies obtained in connection with the Film

Secured Assets: all the assets, property and undertaking for the time being subject to any Security created by this deed (and references to the Secured Assets shall include references to any part of them)

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Sub-Participation Agreement or this deed including all costs of enforcement hereunder or the remedy hereof pursuant to Clause 6 1, together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect

Security Period: the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

Sub-Participation Agreement: the sub-participation agreement dated on or about the date hereof between the Borrower and the Lender for the provision of the loan facility secured by this deed

1 2 Interpretation

In this deed

- (a) terms defined in the Interparty Agreement have the same meanings when used in this deed unless otherwise defined in this deed,
- (b) clause and Schedule headings shall not affect the interpretation of this deed,
- (c) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality),
- (d) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular,
- (e) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders,
- (f) a reference to a party shall include that party's successors, permitted assigns and permitted transferees,

- (g) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time,
- (h) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision,
- (i) a reference to **writing** or **written** includes fax but not e-mail,
- (j) an obligation on a party not to do something includes an obligation not to allow that thing to be done,
- (k) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time,
- (l) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule,
- (m) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms,
- (n) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly),
- (o) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description,
- (p) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution,
- (q) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived,
- (r) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it, and
- (s) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation

The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2 GRANT OF SECURITY

2.1 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, the benefit of each Relevant Agreement and each Relevant Policy provided that nothing in this clause 2.1 shall constitute the Lender as a mortgagee in possession. For the avoidance of doubt this deed is subject to the terms of the Interparty Agreement and in the event of any conflict between the two, the terms of the Interparty Agreement shall prevail.

2.2 Borrower entitled to exercise rights

Until the security constituted by this deed has become enforceable, the Borrower shall be entitled to exercise all its rights in the Secured Assets, subject to the other provisions of this deed, the Sub-Participation Agreement and the Interparty Agreement.

3. LIABILITY OF THE BORROWER

3.1 Liability not discharged

The Borrower's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground,
- (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person, or
- (c) any other act or omission that, but for this clause 3.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

3.2 Immediate recourse

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower

4. REPRESENTATIONS AND WARRANTIES

4 1 Representations and warranties

The Borrower makes the representations and warranties set out in this clause 4 to the Lender

4 2 Ownership of Secured Assets

Subject to the Permitted Encumbrances, the Borrower is the legal and beneficial owner of, and has good, valid and marketable title to the Secured Assets

4 3 Secured Assets

- (a) The counterparts and instruments comprising the Relevant Agreements or other document, agreement or arrangement comprising the Secured Assets as provided to the Lender before the date of this deed, evidence all terms of the relevant Secured Assets, and there are no other documents, agreements or arrangements that may affect the operation or enforceability of any Secured Assets
- (b) No Relevant Agreement or other document, agreement or arrangement comprising the Secured Assets is void, voidable or otherwise unenforceable
- (c) No variation of any Relevant Agreement or other document, agreement or arrangement comprising the Secured Assets is contemplated
- (d) The Borrower is not in breach of its obligations under any Relevant Agreement or other document, agreement or arrangement comprising the Secured Assets and nothing has occurred
 - (i) which is, or would constitute (with the giving of notice or passage of time or both), an event of default (however described) under any Relevant Agreement or other document, agreement or arrangement comprising the Secured Assets, or
 - (ii) which would entitle a person to terminate or rescind a Relevant Agreement or other document, agreement or arrangement comprising the Secured Assets

4 4 No Security

Subject to the Permitted Encumbrances, the Secured Assets are free from any Security other than the Security created by this deed

4 5 No adverse claims

The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them

4 6 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets

4 7 No breach of laws

To the best of the Borrower's knowledge, there is no breach of any law or regulation, which materially and adversely affects the Secured Assets

4 8 Avoidance of security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise

4 9 No prohibitions

There is no prohibition on assignment in any Relevant Agreement, and the entry into this deed by the Borrower does not and will not constitute a breach of any Relevant Agreement or any other agreement, instrument or obligation binding on the Borrower or its assets

4 10 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms

5. COVENANTS

5 1 Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of the Lender

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed,
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets, or
- (c) create or grant (or purport to create or grant) any interest in any Secured Asset in favour of a third party

5 2 Preservation of Secured Assets

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed

5 3 Relevant Agreements

The Borrower shall, unless the Lender agrees otherwise in writing

- (a) comply with the terms of,
- (b) not amend or vary or agree to any change in, or waive any requirement of,
- (c) not settle, compromise, terminate, rescind or discharge (except by performance), and
- (d) not abandon, waive, dismiss, release or discharge any action, claim or proceedings against any Counterparty or other person in connection with,

any Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets

5 4 Rights

The Borrower shall

- (a) not waive any of the Lender's rights or release any person from its obligations in connection with the Secured Assets, and
- (b) take all necessary or appropriate action against any person (including as reasonably required by the Lender) to protect and enforce its rights, and

recover money or receive other property in connection with, the Secured Assets

5 5 Payment of money

The Borrower shall if an Event of Default subsists, ensure that all money payable to, or other property receivable by, the Borrower under or in relation to any Secured Assets is paid or delivered to the Lender (or that the Borrower pays over or delivers such amounts to the Lender or if they are not paid directly to the Lender by the Borrower to be held by the Borrower as trustee of the same for the benefit of the Lender)

5 6 Enforcement of rights

The Borrower shall use its best endeavours to

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on the Borrower's counterparties (including each Counterparty in respect of a Relevant Agreement), and
- (b) subject to the terms of the Interparty Agreement, enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Lender may require from time to time

5 7 Notice of misrepresentations and breaches

The Borrower shall, promptly on becoming aware of any of the same, notify the Lender in writing of

- (a) any representation or warranty set out in clause 4 which was incorrect or misleading in any material respect when made, and
- (b) any breach of any covenant set out in this deed

5 8 Information

The Borrower shall

- (a) give the Lender such information concerning the Secured Assets as the Lender may require, and
- (b) promptly notify the Lender in writing of any action, claim, notice or demand made by it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Borrower's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall,

subject to the Lender's prior approval, implement those proposals at its own expense

6. POWERS OF THE LENDER

6 1 Power to remedy

- (a) The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed
- (b) The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose

6 2 Exercise of rights

The rights of the Lender under clause 6 1 are without prejudice to any other rights of the Lender under this deed. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

6 3 Indulgence

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Borrower for the Secured Liabilities.

7. WHEN SECURITY BECOMES ENFORCEABLE

7 1 Security becomes enforceable on Event of Default

Subject always to the terms of the Interparty Agreement, the security constituted by this deed shall be immediately enforceable on the occurrence of an Event of Default. The Borrower shall upon receipt of constructive or actual notice of an Event of Default notify the Lender by email to the following address jay@electricshadowcompany.com (attention Jay Taylor) with a copy to Philip.rymer@lewissilkin.com (attention Phil Rymer).

7 2 Powers of the Lender following Event of Default

Following an Event of Default, the Lender may require the Borrower to exercise any and all powers available to the Borrower pursuant to the Relevant Agreements and subject to the terms of the Interparty Agreement. All proceeds

realised by the Borrower following enforcement of the Borrower's rights pursuant to the Relevant Agreements shall be applied in accordance with the repayment terms set out in the Sub-Participation Agreement

8. FURTHER ASSURANCE

Subject always to the terms of the Interparty Agreement, the Borrower shall, at its own expense, take whatever action the Lender may reasonably require for

- (a) creating, perfecting or protecting the security intended to be created by this deed,
- (b) facilitating the realisation of any Secured Asset, or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender in respect of any Secured Asset,

including, without limitation (if the Lender thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration

9. RELEASE

On the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to

- (a) release the Secured Assets from the security constituted by this deed, and
- (b) reassign the Secured Assets to the Borrower

10. ASSIGNMENT AND TRANSFER

10.1 Assignment by Lender

- (a) At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its rights and obligations under this deed
- (b) The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Secured Assets and this deed that the Lender considers appropriate

10.2 Assignment by Borrower

The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this deed

11. AMENDMENTS, WAIVERS AND CONSENTS

11 1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative)

11 2 Waivers and consents

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

11 3 Rights and remedies

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

12. SEVERANCE

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

13. COUNTERPARTS

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

14 THIRD PARTY RIGHTS

14 1 Third party rights

- (a) Except as expressly provided in this deed, a person who is not a party to this deed (other than a permitted successor or assign) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

15. FURTHER PROVISIONS

15 1 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing.

15 2 Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower under this deed and the Sub-Participation Agreement shall be, in the absence of any manifest error, conclusive evidence of the amount due.

16. NOTICES

16 1 Delivery

Each notice or other communication required to be given under or in connection with this deed shall be

- (a) in writing,
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax, and
- (c) sent to
 - (i) the Borrower at
Debello House, 14-18 Heddons Street, London W1B 4DA
Fax +44 7439 8794
Attention: Anders Erden
 - (ii) the Lender at

1201 North Market Street, PO Box 1347, Wilmington, New
Castle County, Delaware 19801, USA

Attention Jay Taylor

cc Phil Rymer at Lewis Silkin LLP by email
(Philip.rymer@lewissilkin.com)

or to any other address or fax number as is notified in writing by one party to the
other from time to time

16.2 Receipt by Borrower

Any notice or other communication that the Lender gives to the Borrower shall be
deemed to have been received

- (a) if delivered by hand, at the time it is left at the relevant address,
- (b) if posted by pre-paid first class post or other next working day delivery
service, on the second Business Day after posting, and
- (c) if sent by fax, when received in legible form

A notice or other communication given as described in clause 16.2(a) or clause
16.2(c) on a day that is not a Business Day, or after normal business hours, in
the place it is received, shall be deemed to have been received on the next
Business Day

16.3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have
been received only on actual receipt

16.4 Service of proceedings

This clause 16 does not apply to the service of any proceedings or other
documents in any legal action or, where applicable, any arbitration or other
method of dispute resolution

17. GOVERNING LAW AND JURISDICTION

17.1 Governing law

This deed and any dispute or claim arising out of or in connection with it or its
subject matter or formation (including non-contractual disputes or claims) shall be
governed by and construed in accordance with the law of England and Wales

17 2 Jurisdiction

Each party irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims)

17 3 Other service

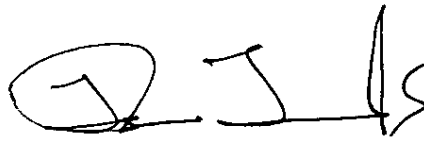
The Borrower irrevocably consents to any process in any proceedings under clause 17 2 being served on it in accordance with the provisions of this deed relating to service of notices Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Schedule 1 Relevant Agreements

- 1 Charge and Deed of Assignment between Borrower and Forest Finn Productions Limited dated on or about the date hereof,
- 2 Mortgage and Assignment of Copyright between Borrower and Forest Finn Productions Limited dated on or about the date hereof,
- 3 Charge and Deed of Assignment between Borrower and Finn Woods Production Limited dated on or about the date hereof,
- 4 Mortgage and Assignment of Copyright between Borrower and Finn Woods Production Limited dated on or about the date hereof,

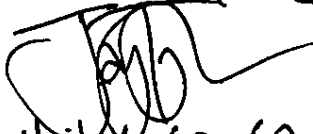
Executed and unconditionally
delivered as a deed by
ELECTRIC SHADOW USA, LLC
acting by one director
in the presence of

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) 
)
)

Name of Witness

JAN TAYLOR

Signature of Witness



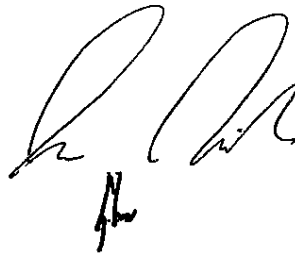
Address of Witness

Unit 1, 63-67 Rosoman St, EC1R 0HY

Occupation of Witness

MD/Producer

Executed and unconditionally
delivered as a deed by
JAMES STANISZEK and
ALANNE LAW
as attorneys for
ALTUS MEDIA (FIVE) PLC
under a power of attorney dated
24 January 2014
in the presence of

)
)
) 
)
)

Name of Witness

Samantha Allington

Signature of Witness



Address of Witness

Debello House
14-18 Heddon Street
London
W1B 4DA

Occupation of Witness

Finance
Assistant