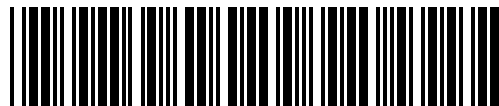




Registration of a Charge

Company Name: **SHAFTESBURY UK DISTRIBUTION LTD**

Company Number: **11641444**



Received for filing in Electronic Format on the: **29/10/2021**

XAG4YXUX

Details of Charge

Date of creation: **27/10/2021**

Charge code: **1164 1444 0007**

Persons entitled: **HSBC BANK CANADA**

Brief description: **THERE IS NO REGISTERED INTELLECTUAL PROPERTY SUBJECT TO A FIXED CHARGE. FOR FURTHER INFORMATION PLEASE SEE THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) .

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: **WIGGIN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11641444

Charge code: 1164 1444 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th October 2021 and created by SHAFTESBURY UK DISTRIBUTION LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2021 .

Given at Companies House, Cardiff on 1st November 2021

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 27 October 2021

(1) SHAFTESBURY UK DISTRIBUTION LTD

(2) HSBC BANK CANADA

CHARGE AND DEED OF ASSIGNMENT IN RESPECT OF THE TELEVISION SERIES PROVISIONALLY ENTITLED "DEPARTURE 3"

THIS CHARGE AND DEED OF ASSIGNMENT IS DATED

27 October

2021

BETWEEN:

1. **SHAFTESBURY UK DISTRIBUTION LTD**, (Company Number: 11641444) a company incorporated under the laws of England and Wales whose registered office is at 10 Orange Street, London, United Kingdom, WC2H 7DQ (the "**Chargor**") (attention: Scott Garvie, email: [REDACTED]); and
2. **HSBC BANK CANADA**, of 70 York Street, Toronto, Ontario M5J 1S9, Canada (the "**Chargee**") (attention: Morris Gluck, email: [REDACTED]).

RECITALS

- A. Pursuant to the Loan Agreement, the Chargee has agreed to make available the Facility to the Borrower.
- B. In consideration of the Chargee agreeing to provide the Facility, the Chargor has agreed to execute this Deed as third party security for the payment, satisfaction and discharge of the Secured Liabilities and has determined that it is in its commercial interests to do so.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **Interpretation**
 - 1.1 In this Deed capitalised terms shall have the meanings set out in Schedule 1 and in the list of parties above (as applicable).
 - 1.2 In this Deed
 - 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 words imparting gender include the other gender;
 - 1.2.3 words importing the whole shall be treated as including a reference to any part;
 - 1.2.4 Clause headings are for convenience only and shall not be taken into account in the construction or interpretation of this Deed;
 - 1.2.5 any reference to the parties includes a reference to their respective successors in title and permitted assigns;
 - 1.2.6 any reference to a person includes any body corporate, unincorporated association, partnership or other legal entity;
 - 1.2.7 references to a "Clause" are references to a clause of this Deed;
 - 1.2.8 any references to an agreement, deed, instrument or document is to the same as amended, novated, modified, extended, supplemented or restated from time to time;
 - 1.2.9 references to "copyright", "films", "sound recordings", "copies of films and sound recordings" and to all other rights therein mentioned shall (where the context requires or admits) be construed in accordance with the Copyright, Designs and Patents Act, 1988 (as amended);
 - 1.2.10 references to "writing" or "written" includes any other non-transitory form of visible reproduction of words;
 - 1.2.11 references to times of the day are to that time in London and references to a day are to a period of 24 hours running from midnight;

- 1.2.12 references to any English legal term or legal concept shall in respect of any jurisdiction other than England be deemed to include that which most approximates in that jurisdiction to such English legal term or legal concept;
- 1.2.13 references to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation, and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things;
- 1.2.14 references to statutory provisions, enactments or EC Directives shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EC Directive (whether before or after the date of this Deed), to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision, enactment or EC Directive;
- 1.2.15 the covenants implied by Sections 2(1) and 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the assignment hereby created provided that the operation of such covenants shall be extended by the omission of the words following "third parties" in Section 3(1)(b);
- 1.2.16 notwithstanding the foregoing, wherever in this Deed the word "Series" is used and the soundtrack is not expressly referred to, such word shall be deemed and construed to include the soundtrack of the Series;
- 1.2.17 the Schedules to this Deed are incorporated into this Deed. In the event of any inconsistency between the main body of this Charge and the Schedules, the main body shall prevail;
- 1.2.18 if any condition or covenant contained in this Deed requires a party to it not to do an act or thing it shall be a breach of any such condition or covenant to permit or suffer such act or thing to be done.

1.3 It is intended that this Deed take effect as a deed notwithstanding the fact that the Chargee may only execute this document under hand.

1.4 Unless otherwise stated, time shall be of the essence for the purpose of the performance of the Chargor's obligations under this Deed.

2. **Consideration**

This Deed is executed in consideration of -

- 2.1 the Chargee agreeing to make available the Facility to the Borrower (which the Chargor acknowledges is of benefit to it by enabling the Series to be financed and produced); and
- 2.2 the payment by the Chargee to the Chargor of £1 (the receipt and adequacy of which is hereby acknowledged by the Chargor).

3. **Indemnity**

- 3.1 The Chargor acknowledges to the Chargee that the entry by the Chargee into the Loan Agreement and the agreement of the Chargee to advance the sums set out therein to the Borrower is of commercial benefit to it as it enables the Series to be financed and produced. Accordingly, if any sums payable by the Borrower under the terms of the Loan Agreement or to the Chargee by the Borrower under any other Relevant Agreements are not paid when due by the Borrower or are not recoverable from the Borrower by reason of any invalidity or unenforceability of the Loan Agreement or such other Relevant Agreements, or any legal limitation, inability to pay or other incapacity of the Borrower or any other reason whatsoever, then such sums shall nevertheless be recoverable on demand by the Chargee from the Chargor as if it were a principal debtor under the Loan Agreement or, as applicable, such other Relevant Agreements as a separate and independent obligation of the Chargor. The Chargor shall indemnify the Chargee immediately on demand against

(a) any loss or liability arising out of such sums not being paid by the Borrower or not being recoverable from the Borrower by reason of any such invalidity, inability to pay, unenforceability, legal limitation, incapacity or any other reason affecting the Secured Liabilities or the Borrower, as the case may be and (b) all costs, expenses, interest and other amounts payable by the Chargor under this Deed.

3.2 It shall not be necessary prior to making demand under Clause 3.1 for the Chargee to make demand on or take proceedings against or take any action or enforce any security given by the Borrower or any other person. The Chargor agrees that its obligations under Clause 3.1 shall not be exhausted by any failure or omission or delay by the Chargee or any third party to exercise any right or remedy under the Loan Agreement or any of the Relevant Agreements to which the Borrower is a party. The Chargor agrees that any modification of the Loan Agreement or any of the Relevant Agreements to which the Borrower is a party shall not affect the obligations of the Chargor pursuant to Clause 3.1.

3.3 **Covenant to Pay and Perform**

The Chargor hereby covenants with the Chargee that it will duly and punctually perform, pay and discharge to the Chargee the Secured Liabilities (as and when they fall due under the Loan Agreement or otherwise).

3.4 For all purposes in connection with the exercise by the Chargee of any of its rights hereunder (including any legal proceedings, claims or suits arising out of or in connection with this Deed), a certificate signed by an authorised signatory of the Chargee as to the amount of any indebtedness comprised in the Secured Liabilities shall, in the absence of manifest or proven error, be conclusive evidence against the Chargor as the amount or rate thereof.

4. Charges

4.1 The Chargor, as owner with full title guarantee and as security for the payment, satisfaction and discharge of the Secured Liabilities, charges in favour of the Chargee (subject only to the Chargee's obligation to release specified in Clause 25.1.2 hereof) by way of first fixed charge all of the Chargor's right, title and interest (whether now owned or hereafter acquired) in and to the following –

4.1.1 all copies made or to be made of the Series; and

4.1.2 and the Series Assets, and the Rights; and

4.1.3 the Distribution Agreements and the benefit of all revenues accruing to the Chargor or to the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Series and/or of the Underlying Rights and/or of the Rights (including pursuant to the Distribution Agreements); and

4.1.4 any other films or programmes and any sound recordings made in the course of and arising from the production of the Series or pursuant to any right acquired in connection with, or arising from, the production of the Series; and

4.1.5 all copies made or to be made of the scripts and musical scores of the Series and any sketches and designs produced in connection with the Series; and

4.1.6 all digital files, digital material, physical negative, internegative, interpositive and positive sound and visual material made or to be made incorporating or reproducing all or any part of the Series; and

4.1.7 all agreements for the provision of any goods, services, facilities or finance for the Series and the benefit of any insurance policy taken out for or in connection with the production or exploitation of the Series; and

4.1.8 the Delivery Materials and all other rights and properties, including physical properties acquired or to be acquired by the Chargor in connection with the Series; and

- 4.1.9 the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing); and
 - 4.1.10 the benefit of the Relevant Agreements; and
 - 4.1.11 all other rights, properties and interests acquired or to be acquired by the Chargor in connection with the Series; and
 - 4.1.12 the proceeds, product and property deriving from any and all of the foregoing,
- excluding the Reserved Rights.

4.2 The Chargor, as owner with full title guarantee and as security for the payment, satisfaction and discharge of the Secured Liabilities, charges in favour of the Chargee by way of first floating charge all of the Chargor's undertaking, rights and assets relating to the Series (including (without limitation) any assets expressed to be charged or assigned pursuant to Clauses 4.1 and 5 to the extent the same are not for the time being effectively charged by way of first fixed charge or effectively assigned (whether at law or in equity) by way of security to the Chargee). Paragraph 14, schedule B1 Insolvency Act 1986 (incorporated by schedule 16 Enterprise Act 2002) shall apply to any floating charge created pursuant to this Deed, which floating charge is accordingly a qualifying floating charge for such purposes.

5. Assignment and Trust

- 5.1 The Chargor, as owner with full title guarantee and as security for the payment, satisfaction and discharge of the Secured Liabilities, assigns and agrees to assign absolutely to the Chargee (subject only to the right of re-assignment in favour of the Chargor specified in Clause 25.1.2 hereof), all of the Chargor's right, title and interest (whether now owned or hereafter acquired or created) in and to the following –
- 5.1.1 the Rights, the Underlying Rights and any rights in and to the Series Assets; and
 - 5.1.2 all that copyright in the Series and any other films or programmes and any sound recordings made in the course of and arising from the production of the Series or pursuant to any right acquired in connection with, or arising from, the production of the Series; and
 - 5.1.3 the Distribution Agreements and the benefit of all revenues accruing to the Chargor or to the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Series and/or of the Underlying Rights and/or of the Rights; and
 - 5.1.4 all those rights of the Chargor in relation to all music composed and sketches and designs made for or used in the production of the Series including the following -
 - (a) the right to adapt the same for the purpose of and to reproduce the same in the form of the Series and any such other films as are mentioned in Clause 5.1.2 hereof; and
 - (b) the right (except for musical performing rights if the composer is a member of the Performing Rights Society Limited) to perform the same in public by exhibition of the Series and any such films or programmes as aforesaid; and
 - (c) such rights as the Chargor may own to communicate the same to the public by any means including without limitation to broadcast the same by radio and television and to include it in cable programmes by performances of the Series; and
 - 5.1.5 the benefit of all agreements entered into or to be entered into by the Chargor (or its agent) relating to the Series including the Distribution Agreements and any Security Agreements in its favour, with all rights granted and all monies receivable thereunder and any interest thereon and the benefit of all subsisting undertakings, warranties, representations, covenants, agreements and acknowledgements therein contained; and

- 5.1.6 the benefit of all policies of insurance taken out and maintained by the Chargor in connection with the Series and any and all sums paid or payable thereunder; and
 - 5.1.7 the benefit of the Relevant Agreements; and
 - 5.1.8 the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing); and
 - 5.1.9 the proceeds, product and other property deriving from any and all of the foregoing,
- excluding the Reserved Rights.

5.2 The Chargor shall hold on trust for the Chargee (which trust the Chargor hereby declares):

- 5.2.1 the Chargor's entire interest and benefit in and to the Collateral or any part thereof which cannot be charged or assigned by the Chargor together with all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral, and
- 5.2.2 any security interest held by the Chargor contrary to the terms of this Deed, and shall hold in trust and immediately pay or transfer to the Chargee any payment or distribution or benefit of any security received by it contrary hereto.

5.3 Where any asset, right, collateral or other thing is stated to be the subject of the fixed charge made pursuant to Clause 4.1 and the assignment made pursuant to Clause 5.1, such asset, right, collateral or other thing, to the extent it may be assigned by the Chargee and to the extent such assignment has been perfected at the material time, shall be the subject of such assignment and not of such fixed charge. To the extent such asset, right, collateral or other thing is not capable of being assigned by the Chargee or to the extent such assignment has not been perfected at the material time, such asset, right, collateral or other thing shall be the subject of such fixed charge and not of such assignment.

6. **Negative Pledge, Representations and Warranties**

6.1 Other than the Security Interests the Chargor represents, warrants and undertakes that there are and there shall be no charges or other security interests, encumbrance or arrangements having the effect of conferring security interests created by the Chargor or permitted by the Chargor over the Collateral or over any other of the Chargor's property otherwise than in favour of the Chargee or with the Chargee's prior written consent. Notwithstanding anything to the contrary contained herein, if the Chargor charges or otherwise encumbers any of the Collateral in any manner contemplated by this Clause 6.1 the charges created in favour of the Chargee shall rank in priority to such other charges or encumbrances whether they be fixed, floating or otherwise.

6.2 The Chargor hereby represents and warrants that:

- 6.2.1 the Chargor is a private limited liability company, duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has power to carry on its business as it is now being conducted and to own property and other assets;
- 6.2.2 the execution, delivery and performance of this Deed is within the corporate powers of the Chargor, has been duly authorised by all necessary corporate and other action and does not and will not conflict with (a) any law or regulation applicable to it; or (b) the Memorandum and Articles of Association or other constitutive documents of the Chargor; or (c) any agreement or instrument binding on the Chargor;
- 6.2.3 the obligations and liabilities expressed to be assumed by the Chargor under this Charge are legal, valid, binding and enforceable obligations of the Chargor (subject to any bankruptcy, insolvency or other similar laws affecting creditors' rights generally);
- 6.2.4 all authorisations, consents, approvals, resolutions, licences, exemptions, filings or registrations required or desirable under any applicable law or regulation to enable the Chargor lawfully to carry

on its business and to enter into, exercise its rights and comply with its respective obligations in this Deed and to make this Charge admissible in evidence in its respective places of domicile/incorporation have been obtained or effected and are in full force and effect;

- 6.2.5 the Chargor is, subject to the Intercreditor Agreement, the sole legal and beneficial owner and registered holder of all the Collateral;
- 6.2.6 subject to the terms of the Intercreditor Agreement, there are no agreements or arrangements (including any restrictions on transfer or rights of pre-emption) affecting the Collateral in any way or which would or might in any way fetter or otherwise prejudice the rights of the Chargor or any mortgagee or chargee of the Collateral;
- 6.2.7 this Deed creates the Encumbrances it purports to create and is not liable to be avoided or otherwise set aside on the winding-up or administration of the Chargor or otherwise;
- 6.2.8 the Chargor has not sold or otherwise disposed of or agreed to sell or otherwise dispose of or granted or agreed to grant any option in respect of all or any of the Chargor's right, title and interest in and to the Collateral;
- 6.2.9 the Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Collateral or any interest in the same;
- 6.2.10 there is no breach of any law or regulation that materially and adversely affects the Collateral;
- 6.2.11 no security interest expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise; and
- 6.2.12 for the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings ("**Regulation**"), the Chargor's centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales and it has no "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

6.3 The Chargor hereby repeats in favour of the Chargee the warranties, representations, undertakings and covenants set out in the Loan Agreement as if the same were set forth and incorporated herein.

6.4 The representations and warranties herein set out shall be repeated each day by reference to the facts and circumstances then subsisting, until the Secured Liabilities are irrevocably satisfied and discharged in full.

7. **Intentionally Deleted**

8. **Default**

On the happening of any Event of Default which (if capable of being cured) has not been cured within any cure periods provided in the Loan Agreement or at any time thereafter, the floating charge created by Clause 4.2 shall automatically be converted with immediate effect into a fixed charge, the obligation of the Chargee to advance monies under the Loan Agreement shall immediately terminate, the security hereby created shall become enforceable and the Secured Liabilities shall immediately become due and payable PROVIDED THAT solely for the purposes of this Clause, the obtaining of a moratorium under Schedule A1 of the Insolvency Act 1986 or any action with a view to obtaining such a moratorium shall not cause the floating charge to automatically crystallise.

9. **Exercise of Rights**

9.1 The Chargee may at any time after the security hereby created shall have become enforceable –

- 9.1.1 without prejudice to any other powers the Chargee may have by law, exercise all of the powers set out in the Law of Property Act 1925 and in Schedule 1 to the Insolvency Act 1986 and any other powers the Chargee may have by law and, in addition, all of the powers set out in Clause 9.2 below; and

9.1.2 in writing appoint a Receiver over the whole or any part of the Collateral upon customary terms as to remuneration or such reasonable variation thereof and otherwise as the Chargee shall think fit and may from time to time remove any Receiver so appointed and appoint another in his stead PROVIDED THAT solely for the purposes of this Clause, the obtaining of a moratorium under Schedule A1 of the Insolvency Act 1986 or any action with a view to obtaining such a moratorium shall not of itself (but without prejudice to the Chargee's rights should other Events of Default then exist) entitle the Chargee to appoint a Receiver; and

9.1.3 appoint an administrator of the Chargor.

9.2 If a Receiver is appointed he shall be the agent of the Chargor and, without prejudice to any other powers the Receiver may have by law, he shall have all the powers set out in the Law of Property Act 1925 and in Schedule 1 to the Insolvency Act 1986 and in addition shall have power –

9.2.1 to take possession of, get in or realise the Collateral and to take, enforce, defend or abandon any actions, suits and proceedings in the name of the Chargor or otherwise in relation to the Collateral as he or the Chargee shall think fit;

9.2.2 to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor relating in any way to the Collateral or any part thereof;

9.2.3 to assign, sell, lease, license (including, but without limitation, by appointing a replacement sales agent or distributor to distribute and exploit the Collateral in place of the Chargor), grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licences or tenancies of any of the Collateral in such manner and generally on such terms and conditions as the Chargee or he shall think fit and to carry any such transactions into effect in the name of and on behalf of the Chargor or otherwise;

9.2.4 to take any steps that may be necessary or desirable to effect compliance with all or any of the agreements hereby charged;

9.2.5 to take over and complete the production of the Series and to exercise all the powers of the Chargor including to carry on manage or concur in carrying on and managing the business of the Chargor in relation to the Series and the Collateral or any part thereof and the Chargor acknowledges that it shall not seek to prevent the Receiver from so carrying on or managing its business;

9.2.6 to raise or borrow any money that may be required upon the security of the whole or any part of the Collateral or without such security;

9.2.7 to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Collateral;

9.2.8 to appoint and discharge advisers, managers, agents, employees, contractors and workmen in relation to the business of the Chargor relating to the Collateral at such salaries and for such periods as the Receiver may determine;

9.2.9 to make any arrangement or compromise, pay any compensation or incur any obligation and enter into any contracts in relation to the Collateral which the Receiver shall think expedient in the interests of the Chargee;

9.2.10 to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Collateral in the interests of the Chargee for maintaining the value of the Collateral in every such case as the Chargee or he shall think fit;

- 9.2.11 to make calls conditionally or unconditionally on the shareholders of the Chargor in respect of the uncalled capital of the Chargor (with the same powers for the purpose of enforcing payment of any calls so made as are by the Articles of Association of the Chargor conferred upon the Chargor or the directors of the Chargor (as the case may be) in respect of calls authorised to be made by them and to make the same in the name of the directors or in that of the Chargor or otherwise and to the exclusion of any other person's power in that behalf);
- 9.2.12 to promote the formation of companies with a view to purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Collateral, to arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Collateral on such terms and conditions whether or not including payment by instalments secured or unsecured as the Receiver shall think fit;
- 9.2.13 to manage, develop, reconstruct, improve, amalgamate or diversify or concur in managing, developing, reconstructing, improving, amalgamating or diversifying the business of the Chargor in relation to the Collateral;
- 9.2.14 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 lawfully may or can do; and
- 9.2.15 to exercise all such other power and authority in relation to the Collateral as the Chargee shall think fit and so that the Chargee may in relation to all or any part of the Collateral exercise and confer any powers and authorities which it could exercise and confer if it were the absolute beneficial owner thereof and to use the name of the Chargor for any such purposes,

PROVIDED ALWAYS THAT nothing herein contained shall 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 shall be liable.

- 9.3 In addition, but without prejudice, to the foregoing remedies if the security hereby created shall become enforceable the Chargee shall (without prejudice to the statutory power of sale conferred by the Law of Property Act 1925 which is applicable to this Deed) be entitled to sell the Collateral or any part or parts thereof or otherwise exploit or turn to account the Collateral for such price and in such manner as the Chargee in its absolute discretion may think fit, without notice to the Chargor or any other formality, all of which are hereby waived by the Chargor. The Chargee shall be entitled to repayment of all costs and charges in connection therewith including all costs fees and charges it may incur as a consequence of the enforcement hereof.
- 9.4 If there is any ambiguity or conflict between the powers conferred on the Receiver by the Law of Property Act 1925, Schedule 1 of the Insolvency Act 1986 and the powers conferred by this Clause 9, the powers conferred by this Clause 9 shall prevail.
- 9.5 The restrictions contained in sections 93, 103 and 109 of the Law of Property Act 1925 shall not apply to the security hereby created. The powers conferred by Section 101 of the Law of Property Act 1925, as varied and extended by this Deed, shall be deemed to have arisen immediately on the execution of this Deed.
- 9.6 The Chargee or the Receiver may enforce the security created by this Deed in any order which the Chargee or the Receiver in their or its absolute discretion think(s) fit.
- 9.7 The Chargee may appoint more than one Receiver and in such event any reference in this Deed to a Receiver shall apply to both or all of the Receivers so appointed and the appointment of Receivers so made shall be deemed to be a joint and several appointment and so that the rights, powers, duties and discretion vested in the Receivers so appointed may be exercised by them all jointly or severally by each of them.
- 9.8 The Chargee shall not nor shall the Receiver by reason of the Chargee or the Receiver entering into possession of the Collateral 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 hereby or by statute and the Chargor shall have no right or 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 shall be entitled to all the rights, powers, privileges and immunities conferred by statute on mortgagees and receivers.

- 9.9 If the Chargor shall without the express written agreement of the Chargee thereto create or permit to arise or subsist any encumbrance (other than the Security Interests) affecting the Collateral of which the Chargee shall receive notice, actual or constructive, the Chargee may open a new account for the Chargor in respect of the Collateral and if the Chargee does not in fact open such new account it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Chargee shall be credited or be treated as having been credited to the new account, and such payments shall not operate to reduce the amount due from the Chargor to the Chargee at the said time until such payments may be indefeasibly so applied by the Chargee (but this Clause shall not prejudice any security which apart from this Clause the Chargee would have had but for the discharge by the Chargor of liabilities or obligations incurred after that time).
- 9.10 The Chargee may at any time without prior notice transfer, where the Chargee has more than one account for the Chargor in its books, all or any part of any balance standing to the credit of any such account to any other such account which may be in debt, combine and consolidate all or any of the accounts for the time being of the Chargor with the Chargee and/or in any event set off any monies or other assets which the Chargee may at any time hold for the account of the Chargor against the Chargor's liability under this Deed and without prejudice to any other right of set-off or similar right to which the Chargee may be entitled in law.
- 9.11 All moneys received, recovered or realised by the Chargee under this Deed may at the sole discretion of the Chargee be credited by the Chargee to any suspense or impersonal account pending the application from time to time of such moneys and accrued interest thereon at the rate if any agreed in writing between the Chargor and the Chargee from time to time (as the Chargee shall be entitled to do in their discretion) in or towards the payment of the Secured Liabilities.
- 9.12 The Chargee shall have the right at its complete discretion to give time or indulgence to or compound with and to make such other arrangement of whatsoever nature as it sees fit with the Chargor or any other person without prejudice to the Chargor's liability hereunder or the Chargee's rights to the Collateral and the Chargee may apply any monies received by the Chargee to any account or transaction of such persons or otherwise as the Chargee sees fit.
- 9.13 The Chargee may redeem such or any other prior Encumbrance or procure the transfer thereof to itself and may settle and pass the accounts of the encumbrancer and any account so settled and passed shall be conclusive and binding on the Chargor and all monies paid by the Chargee to the encumbrancer in accordance with such accounts shall as from such payment be due from the Chargor to the Chargee and shall bear interest, fees, costs and charges owing hereunder.
- 9.14 The Chargee or a Receiver may (but shall not be obliged to) do all such things and incur all such expenditure as the Chargee or such Receiver shall in its sole discretion consider necessary or desirable to remedy such default or protect or realise the Collateral or its interests under this Deed and in particular may enter upon the Chargor's property and may pay any monies which may be payable in respect of any of the Collateral and any monies expended in so doing by the Chargee or Receiver shall be deemed an expense incurred and paid by the Chargee and the Chargor shall reimburse the same on demand to the Chargee.

10. **Appropriations**

- 10.1 Any monies obtained by the Chargee or by a Receiver appointed hereunder whether by sale of any of the Collateral or obtained by carrying on the business or otherwise (subject always to the provisions of the Enterprise Act 2002) shall be applied:
- 10.1.1 first, in payment of the remuneration of the Receiver and all costs and expenses incurred and incidental to the powers conferred on the Chargee or the Receiver hereunder;
- 10.1.2 second, in and towards satisfaction of the Secured Liabilities; and
- 10.1.3 the surplus, if any, shall be applied in accordance with the terms of the Intercreditor Agreement.

10.2 The Chargee may in its absolute discretion:

- 10.2.1 refrain from applying or enforcing any moneys, security or rights held or received by it in respect of the Secured Liabilities, or apply and enforce the same in such manner and in such order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same;
- 10.2.2 hold in an interest-bearing suspense account for so long and in such manner as the Chargee may determine any moneys received, recovered or realised from the Chargor or on account of the Chargor's liability in respect of the Secured Liabilities and apply such monies in or towards the discharge of any part of the Secured Liabilities;
- 10.2.3 (in circumstances where a Chargor has more than one account on the books of the Chargee) transfer without notice all or any part of any balance standing to the credit of any such account to any other such account which may be in debt, combine and consolidate all or any of such accounts against the Chargor's liability under this Deed; and
- 10.2.4 set off any liability or obligation (whether matured or not) owed by the Chargor under any of the Relevant Agreements against any liability or obligation (whether or not matured) owed by the Chargee to the Chargor regardless of the place of payment, booking, branch or currency of either obligation. If the respective obligations are in different currencies, the Chargee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Chargee may set-off in an amount estimated by it in good faith to be the amount of that obligation.

10.3 All payments to be made by the Chargor pursuant to this Deed shall be paid together with any value added or sales Tax (if any) thereon.

11. **New Account**

If the Chargee receives notice (either actual or constructive) of any prohibited Encumbrance or other interest affecting the Collateral or any part of it, the Chargee may open a new account or accounts with the Chargor. If the Chargee does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice or was deemed to have received such notice and, as from that time, all payments made by or on behalf of the Chargor to the Chargee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargor to the Chargee at the time when it received notice or was deemed to have received such notice.

12. **Indemnity and Interest**

12.1 The Chargor indemnifies the Chargee, the Receiver and any administrator appointed by the Chargee in respect of, and agrees to keep the Chargee, the Receiver and any administrator appointed by the Chargee fully and effectively indemnified from and against, all liabilities and expenses incurred in the execution or purported execution of any of the powers, authorities or discretion vested in the Chargee, the Receiver or any administrator appointed by the Chargee pursuant hereto and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted by the Chargor in any way relating to the Collateral and the Chargee, the Receiver and any administrator appointed by the Chargee may retain and pay all sums in respect of the same out of any moneys received under the powers hereby conferred.

12.2 Any sums which are payable by the Chargor under this Deed and which are paid by the Chargee or the Receiver or any administrator appointed by the Chargee, shall be repaid by the Chargor on demand together with interest at the Default Rate from the time of the same having been paid or incurred by the Chargee or, as the case may be, the Receiver or any administrator appointed by the Chargee to the time that payment is made in full by the Chargor (as well after as before judgment or demand therefor), and the payment of any such sum by the Chargee or the Receiver or any administrator appointed by the Chargee shall not constitute the Chargee or the Receiver or any administrator appointed by the Chargee a mortgagee in possession of the Collateral in respect of which such payment is made.

13. Covenants and Undertakings

- 13.1 The Chargor hereby covenants and undertakes with the Chargee that it will comply at all times with the terms (express or implied) of this Deed and further covenants and undertakes that it shall so long as the Secured Liabilities have not been indefeasibly paid, satisfied or discharged (as applicable) to the Chargee and until the Chargee has no obligation, actual or contingent, to make further sums available under the Loan Agreement –
- 13.1.1 (save to the extent such liability is discharged in accordance with the terms of such contracts and agreements) remain liable under the contracts and agreements (including, without limitation, all Relevant Agreements to which it is a party) charged or assigned or to be charged or assigned hereunder to perform all the obligations assumed by it thereunder and the Chargee shall not be under any obligations or liability under or in respect of any of such contracts and agreements;
 - 13.1.2 not require the Chargee to enforce any term of any of the said contracts and agreements against any party (it being acknowledged that in no circumstances shall the Chargee have any obligation so to enforce);
 - 13.1.3 duly perform its obligations under the said agreements, notify the Chargee of any material default by itself and institute and maintain all such proceedings (subject to the terms hereof) as may be necessary or expedient to preserve or protect the interest of the Chargee and itself in the said agreements;
 - 13.1.4 not exercise any right or power conferred on it by or available to it under the said agreements (including, without limitation, the right of termination) if to do so might adversely affect the position of the Chargee unless and until requested to do so by the Chargee. Thereupon it will exercise such right or power as the Chargee may direct;
 - 13.1.5 not accept or make any claim that the said agreements have been frustrated or have ceased to be in full force if to do so might adversely affect the position of the Chargee;
 - 13.1.6 not assign or otherwise dispose of any of its rights under the said agreements save pursuant to the Security Agreements and/or as permitted under the Intercreditor Agreement;
 - 13.1.7 do all such things as are necessary to maintain its corporate existence in good standing (including without limitation the filing of all necessary returns); and
 - 13.1.8 upon the request of the Chargee give written notice (in such form and to such persons as the Chargee may require) as is necessary to perfect the security hereby created.
- 13.2 The Chargor further covenants and undertakes with the Chargee that until the Secured Liabilities have been indefeasibly paid, satisfied or discharged (as applicable) to the Chargee, it shall not
- 13.2.1 exercise any right or power conferred on it by or available to it in relation to the Collateral that might adversely affect the interests of the Chargee unless and until requested to do so by the Chargee. Thereupon it will exercise such right or power as the Chargee may direct;
 - 13.2.2 assign, transfer, lease, licence or otherwise dispose of, part with, or encumber any of the Collateral save pursuant to the Security Agreements and/or as permitted under the Intercreditor Agreement or as otherwise acknowledged and/or permitted pursuant to any Relevant Agreement approved by the Chargee;
 - 13.2.3 redeem the security created by this Deed without at the same time redeeming every or any existing or future mortgage, charge or other security of whatever nature for the time being held by the Chargee on property wherever situated and whether now or hereafter belonging to the Chargor in relation to the Series; or
 - 13.2.4 redeem any such mortgage, charge or other security of whatever nature in relation to the Series without at the same time redeeming the security created by this Deed, save as may be permitted under the Intercreditor Agreement.

13.3 The Chargor hereby repeats in favour of the Chargee the undertakings and covenants set out in the Loan Agreement as if the same were set forth and incorporated herein.

14. **Nature of Security**

14.1 Subject to Clause 25, this Deed shall be a continuing security to the Chargee and shall extend to the ultimate balance of all of the Secured Liabilities, notwithstanding any settlement of account or other act, omission, matter or thing whatsoever which but for this provision might operate to release or otherwise exonerate the Chargor from its obligations hereunder or affect such obligations or release or diminish the security conferred hereunder.

14.2 Such security is in addition to, and shall not be merged into, or in any way prejudice any other security interest, charge document or right which the Chargee may now or at any time hereafter hold or have as regards the Chargor or any other person firm or corporation in respect of the Collateral and shall not in any way be prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any rights which it now or hereafter has or by the Chargee giving time for payment or indulgence or compounding with any other person liable and this security shall remain in full force and effect as a continuing security unless and until the Secured Liabilities are irrevocably discharged in full or the Chargee shall release and discharge this Deed in accordance with Clause 25 hereof.

14.3 The rights granted to the Chargee hereunder are in addition to, and in no way limit or restrict the rights granted to the Chargee in the Loan Agreement or any other agreement.

14.4 The exercise by the Chargee of its rights under this Deed shall in no way affect or be in substitution for such other legal or equitable rights and remedies as the Chargee may have against the Chargor or any third party.

14.5 Where the security given to the Chargee by this Deed initially takes effect as a collateral or further security then notwithstanding any receipt, release or discharge endorsed on, or given in respect of, or under, the principal security to which this Deed operates as a collateral or further security, the security provided by this Deed shall, in respect of any moneys which were originally intended to be secured, be an independent security for any such moneys.

15. **Non-Competition**

15.1 The Chargor shall not, after a claim has been made or by virtue of any payment or performance by it under this Deed, save as may be permitted under the Intercreditor Agreement:

15.2 be subrogated to any rights, security or moneys held, received or receivable by the Chargee or be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of any Chargor's liability under any Relevant Agreement (and, to avoid doubt, the Chargor waives any rights that it would otherwise have to do so);

15.3 claim, rank, prove or vote as creditor of any other obligor in competition with the Chargee (or any trustee or agent on its behalf); or

15.4 receive, claim or have the benefit of any payment, distribution or security from or on account of any other obligor or exercise any right of set-off as against any other obligor or enforce the benefit of the security granted to it by any other obligor.

16. **Grant of Time or Indulgence**

The security created by this Deed shall not be affected or prejudiced in any way by the Chargee giving time or granting any indulgence or accepting any composition from or compounding with or making any other arrangement with the Chargor or any other person firm or company in respect of the Secured Liabilities or otherwise.

17. **Protection of Third Parties**

- 17.1 No purchaser, mortgagee or other third party dealing with the Chargee and/or Receiver or other person dealing with the Chargee and/or Receiver shall be concerned to enquire whether:
- 17.2 any of the powers which the Chargee or the Receiver has exercised or purported to exercise has arisen or become exercisable;
- 17.3 the security created hereunder has become enforceable;
- 17.4 the Secured Liabilities have been performed or discharged;
- 17.5 the exercise or purported exercise of any power is valid; or
- 17.6 the application of any money paid to the Chargor or such Receiver is proper,
- 17.7 or otherwise as to the propriety or regularity or any other dealing by the Chargee or the Receiver and such dealing shall be deemed to be within the powers conferred hereunder and to be valid and effectual accordingly and the title of a purchaser and the position of such a person shall not be prejudiced by reference to any of those matters and all the protection to purchasers contained in sections 104 and 107 of the Law of Property Act 1925 and Section 42 of the Insolvency Act 1986 shall apply to any person purchasing from, or dealing with, the Chargee or the Receiver as if the statutory powers of sale and appointing a Receiver in relation to the Collateral had not been varied by this Deed.
- 17.8 In favour of a purchaser the Secured Liabilities shall be deemed to have become due on the date a demand for the same is made by the Chargee and all powers exercisable by the Chargee under this Deed shall be exercisable from that time.
- 17.9 The receipt of the Chargee or the Receiver shall be an absolute and conclusive discharge to a purchaser and shall relieve such person of any obligation to see to the application of any sums paid to or by the direction of the Chargee or the Receiver.

18. **Variation, Waivers, Remedies Cumulative**

The rights and remedies of the Chargee provided by this Deed are cumulative and (unless otherwise provided in this Deed) do not exclude any other rights or remedies available in law. Such rights and remedies are without prejudice to the Chargee's 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 Deed or under the general law) shall 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 such rights shall not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any such right shall 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 shall in any way preclude either the Chargee or the Receiver from exercising any such right or constitute a suspension or variation of any such right.

19. **Further Assurance**

- 19.1 The Chargor shall, at its own expense, take whatever action the Chargee or a Receiver may consider necessary or desirable in order to:
- 19.1.1 vest in or further assure to the Chargee the rights expressed to be assigned and granted to the Chargee under this Deed and to create, perfect or protect any security intended to be created by this Deed and to ensure that such security is and remains valid, legally binding and enforceable; and
- 19.1.2 facilitate the realisation of any Collateral, and the exercise of any right, power or discretion vested in, intended to be vested in, or otherwise exercisable by the Chargee or any Receiver or any of its delegates or sub-delegates.

19.2 This includes:

- 19.2.1 executing any transfer, conveyance, assignment or assurance of any property, whether to the Chargee or its nominee;
- 19.2.2 producing or depositing with the Chargee or its nominee all deeds and documents of title relating to the Collateral or any part of it;
- 19.2.3 taking any step to protect the Chargee's rights in and to the Collateral or to facilitate or effect the exercise by the Chargee of its rights under this Deed or conferred by statute on the Chargee or on any Receiver; and
- 19.2.4 the giving of any notice, order, instruction or direction and the making of any registration (in each case, in a form required by the Chargee),

which, in each case, the Chargee may consider expedient.

19.3 The Chargor shall, at its own expense:

on demand by the Chargee produce evidence which the Chargee considers to be satisfactory of the Chargor's compliance at all times with its obligations under the Relevant Agreements to which it is a party and such information concerning the business and affairs of the Chargor relating to the Series and the Collateral as the Chargee may require;

19.4 Without limiting the generality of this Clause 19, in the event that any of the agreements relating to the Series are executed by the Chargor after the date of this Deed, the Chargor will, at the request of the Chargee and the expense of the Chargor, execute supplementary charges and deeds of assignment in favour of the Chargee in substantially the same form as this Deed and execute all further documents reasonably required by the Chargee to give effect to such security.

19.5 The Chargee shall provide the Chargor with copies of any documents signed by the Chargee as attorney on behalf of the Chargor under this clause 19 within 14 days of execution, provided that any failure by the Chargee so to do shall not constitute a breach of the terms of this Charge and Deed of Assignment. The Chargee agrees that it shall not exercise its rights under the stand-alone power of attorney executed by the Chargor in its favour on or about the date hereof unless an Event of Default shall have occurred.

20. **Notice of Default**

The Chargor shall give written notice to the Chargee at the address set out against the name of such party at the beginning of this Deed or as shall be notified from time to time to the Chargor hereafter of the occurrence of any Event of Default as soon as such occurrence becomes known to the Chargor.

21. **Power of Attorney**

21.1 The Chargor hereby irrevocably and by way of security appoints the Chargee and, if any Receiver or an administrator has been appointed, each of the Chargee, the Receiver and any administrator appointed by the Chargee to be an attorney of it in its name and on its behalf to sign, execute and deliver all deeds and documents and do all acts and things which the Chargee, the Receiver or an administrator appointed by the Chargee may reasonably require or reasonably deem appropriate for the purpose of exercising any of its powers or for the perfection, protection or realisation of any security hereby constituted. The Chargor hereby acknowledges that such appointment shall be irrevocable (until this Deed is released and reassigned under Clause 25).

21.2 This appointment shall operate as a power of attorney for the purposes of Clause 21.1 only made under Section 10 of the Powers of Attorney Act 1971 such appointment constituting a power coupled with an interest under English law. This power of attorney shall terminate without further notice on the release and discharge of this Deed pursuant to Clause 25.1 hereof but subject to Clause 25.3 hereof.

21.3 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, the Receiver or an administrator appointed by the Chargee or by the Chargor at the instance of the Chargee, the Receiver or an administrator appointed by the Chargee in the exercise or purported exercise of the aforesaid powers.

22. **Invalidity of any Provision**

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

23. **No Partnership**

Nothing herein shall constitute a partnership or a joint venture between the parties and no party is or shall hold itself out as the agent or partner of the other.

24. **Assignment**

The Chargee shall be entitled to assign, participate, transfer, charge, sub-charge or otherwise grant security over or deal in all or any of its right, title and interest in this Deed.

25. **Release and Reassignment**

25.1 The Chargee shall be entitled to retain this Deed until irrevocable discharge and satisfaction of the Secured Liabilities.

25.2 Once the Secured Liabilities have been paid, discharged and satisfied in full and all facilities which might give rise to the Secured Liabilities have been terminated, and the Chargee has no further obligations whether actual or contingent to make any credit or other accommodation available to the Chargor under the Relevant Agreements, then the Chargee shall, at the request and cost of the Chargor, promptly execute and do all such deeds, acts and things as may be reasonably necessary to release the Collateral from the assignments mortgages and charges contained in this Deed and reassign all of the Chargor's rights in and to the Collateral assigned pursuant to this Deed.

25.3 Where any release and discharge (whether in respect of the Secured Liabilities or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, liquidation or otherwise, the security constituted by this Deed (and the liability of the Chargor in respect thereof) shall continue or shall be reinstated as if there had been no such discharge or arrangement. The Chargee shall be entitled to concede or compromise any claim that any such payment, security or other disposition is liable to avoidance or repayment.

26. **Notices**

26.1 Manner of giving notices

Any notice or other information required or authorised by this Deed to be given by either party shall be given by:

26.1.1 by hand, to the relevant address set out at the head of this Deed and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time;

26.1.2 by prepaid first-class post, to the relevant address set out at the head of this Deed and shall be deemed served at the start of the fourth Business Day after the date of posting;

26.1.3 by prepaid international airmail, to the relevant address set out at the head of this Deed and shall be deemed served at the start of the third Business Day after the date of posting; or

26.1.4 by email, to the email address specified at the head of this Deed and shall be deemed served at the time of sending if sent during a Business Day, or at the start of the next Business Day if sent at any other time, provided that (i) service shall not be deemed to have occurred if the sender received an automated message indicating that the message has not been delivered to the recipient; and (ii) a copy of the notice is also despatched to the recipient using a method described in Clauses 26.1.1 to 26.1.3 (inclusive) by no later than the end of the Business Day following the date of deemed service.

26.2 In Clause 26.1 "during a Business Day" means any time between 9.30 a.m. and 5.30 p.m. on a Business Day based on the local time where the recipient of the Notice is located. References to "the start of [a] Business Day" and "the end of [a] Business Day" shall be construed accordingly.

26.3 A party shall not attempt to prevent or delay the service on it of a notice connected with this Deed.

27. **Third Party Rights**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

28. **Partial Unenforceability**

If any clause or any part of this Deed or the application thereof to either party shall for any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Deed, which shall continue in full force and effect.

29. **Entire Agreement**

29.1 This Deed, and the documents referred to in it, (together the "**Contractual Documents**") constitute the entire agreement and understanding of the parties relating to the subject matter of the Contractual Documents and supersede any previous agreement or understanding between the parties in relation to such subject matter.

29.2 Each of the parties acknowledges and agrees that in entering into the Contractual Documents, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to any Contractual Document or not) other than as expressly set out in the Contractual Documents. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

29.3 Nothing in this Clause 29 shall limit or exclude any liability for fraud.

30. **Counterparts**

This Deed may be executed in counterparts. A counterpart of this Deed executed by a party and sent by facsimile or transmitted electronically in either Tagged Image Format File (TIFF) or Portable Document Format (PDF) to the other shall be treated as an original, fully binding and with full legal force and effect, and each of the parties waives any right it may have to object to such treatment.

31. **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 laws of England and Wales and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

SCHEDULE 1

Definitions

Accounts means any bank accounts opened by the Chargor or in respect of which the Chargor has any interest in connection with the Series, including all sums standing to the credit of any such accounts and all right relating to any such account;

Ancillary Rights means all the ancillary rights in the Series including soundtrack album rights, music publishing rights, all interactive and computer assisted rights, all sponsorship, commercial tie-up and other merchandising rights of whatsoever kind or nature in the Series, all as such terms are customarily understood in the motion picture and television industries of the United Kingdom and/or United States of America;

Assignment and Direction Agreement means the assignment and direction agreement dated as of [DATE] entered into by the Chargee, the Chargor, the Borrower and N&L Producer in relation to the Series;

Borrower means Shaftesbury Departure III Inc. a company incorporated under the laws of Canada;

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

Collateral means the property charged pursuant to Clauses 4.1 and 4.2 hereof and the property assigned or held on trust pursuant to Clause 5 hereof;

Default Rate has the meaning ascribed to it in the Loan Agreement;

Delivery Materials means all the audio-visual materials to be created and delivered by the Chargor and/or the Borrower in connection with the Series;

Distribution Agreements means all licence and other agreements to which Chargor is a party granting rights in respect of the Series including the N&L Distribution Agreement, the Starling Commitment Letter and the Starling Distribution Agreement;

Encumbrance means any mortgage, charge, lien, pledge, assignment, hypothecation or security interest or arrangement having similar effect;

Event of Default means any event specified in Schedule 2 of this Deed;

Facility means the loan facility made available by the Chargee to the Borrower pursuant and subject to the terms of the Loan Agreement;

Guarantors means Shaftesbury Inc., N&L Producer and Pope Productions Limited;

Intellectual Property Rights means trade marks, service marks, trade names, design rights, copyright (including rights in computer software and databases), patents, rights in know-how, confidential information and other intellectual property rights, in each case whether registered or unregistered and including applications for and the right to apply for registration for, the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the universe, in each case only to the extent relating solely to the Series;

Intercreditor Agreement means the intercreditor agreement dated on or about the date of this Deed between the Chargee, the Chargor, the Borrower and Starlings;

Loan Agreement means the facility letter dated 15 August 2021 between the Borrower and the Chargee, and executed by the Guarantors, relating to the Series;

N&L Producer means Pope Departure Season 3 Inc.;

N&L Producer Distribution Agreement means the distribution agreement between the Borrower, the Chargor and N&L Producer dated with effect from 20 August 2021;

Receiver means a receiver or administrative receiver (where such an administrative receiver may be appointed) of the Collateral;

Relevant Agreements means this Deed, the Loan Agreement, any document referred to as a condition precedent in the Loan Agreement, the Security Agreements, the Assignment and Direction Agreement, the Distribution Agreements, the Intercreditor Agreement and any other agreements to which a Relevant Party is a party in relation to the Series;

Relevant Party means the Chargor, the Borrower and each party to each of the Relevant Agreements;

Reserved Rights means any and all prequels, sequels, remakes, television spin-offs and any other subsequent productions in and to the Series, all on such terms are customarily understood in the motion picture and television industry of the United Kingdom and/or United States of America;

Rights means:

- a. the entire copyright and all other rights whether vested or contingent, in and to the Series and all material created therefor, whether included in the final version or not;
- b. all Ancillary Rights in and to the Series including, without limitation, all format, merchandising, commercial tie-in, literary publishing, music publishing, soundtrack album, non-broadcast (including videogram, airline and ship rights), on-line rights and all other allied and ancillary rights whether now known or hereafter invented;
- c. all rights of copyright, Intellectual Property Rights and any and all other rights, whether vested or contingent, present or future, in all literary, dramatic, musical and artistic material commissioned or otherwise acquired solely in connection with the production, distribution and exploitation of the Series;
- d. all property and ownership in all Delivery Materials to be created or acquired in connection with the Series including the Source Material, the master negative and all materials held at any laboratory or facilities house from time to time;
- e. the benefit of all contracts and agreements entered into relating to the acquisition of rights by or provision of goods or services in connection with and solely in so far as this relates to the Series including all warranties and indemnities given therein; and
- f. the entire remaining benefit of all grants, licences or rights, waivers, consents, covenants, warranties, undertakings and/or representations in all of the licences and agreements solely as necessary for the production and exploitation of the Series;

Screenplay means the final approved scripts on which the Series is to be based;

Secured Liabilities means all or any money, obligations and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee by the Chargor or the Borrower in relation to the Loan Agreement or this Deed or the Series whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor), including any money, obligations and liabilities of the Chargor owed to a third party which have been assigned or novated or otherwise vested in the Chargee and whether pursuant to the Loan Agreement or otherwise, and including all principal, interest (including interest accruing prior to and after the initiation of insolvency proceedings, whether or not allowed), charges, expenses, fees, outside attorneys' fees, filing fees and any other sums chargeable to the Chargor under any Relevant Agreement to which it is a party;

Security Agreements means the charges, security agreements and mortgages and assignments of copyright in relation to the Series, notices of charge, and any instrument or filing, and all supplements and amendments thereto, which may have been or are at any time after the date of this Deed executed to guarantee or secure the payment and discharge of the Secured Liabilities;

Security Interests means the security interests granted pursuant to the Security Agreements;

Series means the third season of the television series currently entitled "Departure";

Series Assets means the Delivery Materials and all other materials and properties (including all sets, props, costumes, equipment, hardware and copies of the Series and the Source Material) created or acquired in respect of the production and/or exploitation of the Series;

Source Material means any and all literary, dramatic, musical and artistic material incorporated in the Series, including the Screenplay for the Series and any other underlying material upon which such Screenplay is based solely to the extent such rights are licensed to the Chargor to enable it to exploit the Series;

Starlings means Starlings Television, LLC;

Starlings Commitment Letter means the commitment letter between the Borrower, the Chargor and Starlings dated [DATE];

Starlings Distribution Agreement means the distribution agreement between the Borrower, the Chargor and Starlings dated with effect from [DATE];

Underlying Rights means any and all rights of copyright, trademark, patents or other intellectual property rights or other rights of whatsoever nature in the Source Material solely to the extent such rights are licensed to the Chargor to enable it to exploit the Series.

SCHEDULE 2

Events of Default

An Event of Default means any of the following:

1. the occurrence of an "Event of Default" (as defined in the Loan Agreement);
2. default shall be made in the payment, performance, satisfaction and/or discharge of the Secured Liabilities or any instalment of the Secured Liabilities on the due date and in the currency and at the place in which or at which it is expressed to be payable under the Loan Agreement or any Security Agreements in favour of the Chargee, subject always to any applicable cure periods set out within any Relevant Agreements;
3. any breach, default, failure or refusal or neglect of a Relevant Party to observe or perform any of the terms of the Relevant Agreements or any amendment to the Relevant Agreements or any event of default occurs pursuant to any of such agreements and/or documents, subject always to any applicable cure periods set out within any Relevant Agreements;
4. if any of the Relevant Agreements shall be terminated or become unenforceable;
5. if any of the warranties and representations given by a Relevant Party under any of the Relevant Agreements shall at any time prove to be incorrect or false subject always to any applicable cure periods set out within any Relevant Agreements;
6. if it becomes illegal for the parties or a Relevant Party to perform their respective obligations under any of the Relevant Agreements or if any of the Relevant Agreements becomes void, invalid or unenforceable or ceases to be in full force and effect;
7. any consent, authorisation, licence, filing, registration, notarisation or other requirement of any governmental, judicial or public body or authority required or advisable in connection with the execution, delivery, performance, validity, admissibility in evidence or enforceability of the Relevant Agreements or performance by a Relevant Party of its obligations under the Relevant Agreements is modified in a manner which prevents the Chargee from enjoying its rights under the Loan Agreement or is not granted or is revoked or terminated or expires;
8. a material adverse change in the business or financial condition of a Relevant Party or in relation to any person guaranteeing any of the Secured Liabilities, or in relation to any assets, rights or monies over which the Chargee has security;
9. any meeting of creditors of a Relevant Party being held or any arrangement or steps being taken by a Relevant Party with a view to proposing or implementing (under any enactment or otherwise) any kind of scheme of arrangement, compromise or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986);
10. a trustee, liquidator, provisional liquidator, supervisor, receiver, administrator (in bankruptcy or otherwise), administrative receiver or other encumbrancer taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven (7) days) over the whole or any substantial part of the assets of a Relevant Party or the directors or officers of a Relevant Party requesting any person to appoint such a trustee, liquidator, supervisor, receiver, administrator, administrative receiver or other encumbrancer;
11. a Relevant Party ceasing or threatening to cease to carry on business or being or becoming unable to pay its debts within the meaning of section 123 Insolvency Act 1986 (on the basis that, in relation to sections 123(1)(e) and 123(2) Insolvency Act 1986 the words "if it is proved to the satisfaction of the court that" are omitted) or suspending or threatening to suspend making payments with respect to all or any class of its debts;

12. a Relevant Party obtaining a moratorium or other protection from its creditors;
13. a notice of intention to appoint an administrator is given by the Chargor, its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986);
14. a petition being presented, or steps being taken, or a meeting being convened for the purpose of considering a resolution for the making of an administration order, the winding-up, bankruptcy or dissolution of a Relevant Party;
15. an application being presented for the making of an administration order, or there is served on any person a notice of intention to appoint an administrator or any such appointment is made in relation to a Relevant Party, or a meeting being convened for the purpose of considering a resolution for the making of such an application or the service of such a notice;
16. the Chargee acting in good faith believes that a petition for an administration order under Section 9 of the Insolvency Act 1986 will be presented to the Court in respect of any of any Relevant Party,
17. a decision being taken for a Relevant Party to cease to trade or a Relevant Party ceases to trade;
18. a Relevant Party changing or threatening to change the nature or scope of its business, or suspending or threatening to suspend all or a substantial part of its business operations;
19. the taking of a decision without the prior consent of the Chargee by a Relevant Party that the whole or a part of the undertaking or assets of a Relevant Party be sold, transferred or otherwise disposed of (whether or not for full consideration);
20. any indebtedness or guarantee, indemnity or similar obligation of a Relevant Party not being paid when due or called upon, or any such indebtedness or obligation being declared due prior to its stated maturity;
21. the occurrence of any event which would result in the crystallisation of any floating charge over the whole or any part of the undertaking and assets of a Relevant Party;
22. any Encumbrance which may affect any assets of a Relevant Party becoming enforceable;
23. any Encumbrance or any guarantee or indemnity given by a Relevant Party ceasing to be in full force and effect or (in the case of a charge) ceasing to rank in the manner expressed in the Intercreditor Agreement;
24. the occurrence of any event or the receipt by the Chargee of any information or the coming to the attention of the Chargee of any matter or thing which causes the Chargee to believe that all or any part of the Collateral is in danger of seizure, distress or other legal process or that all or any part of its security is otherwise for any reason in danger;
25. a Relevant Party has a written demand for the payment of sums due served upon it in accordance with section 123(1)(a) Insolvency Act 1986 or otherwise (which is not settled or disputed);
26. a Relevant Party is struck off the register of companies or otherwise ceases to exist;
27. if any event, which is in the opinion of the Chargee analogous to or having a similar effect or result to any of the events described above, shall happen in any jurisdiction to a Relevant Party;
28. control (as defined in Section 416 of the Income and Corporation Taxes Act 1988 or its relevant local legislation) of the Chargor or Borrower passing to any person or group of persons whose control in the Chargee's good faith opinion results in a material deterioration in any of the Relevant Parties' creditworthiness or any disagreement or deadlock amongst the owners or managers of any of the Chargor or Borrower occurring which the Chargee believes in good faith may affect that party's ability to meet its obligations under the Relevant Agreements to which it is a party;
29. the Series is abandoned;

30. the Chargee reasonably determines that the rights of a Relevant Party with respect to the Collateral are materially adversely affected as a result of any claim and/or claims asserted by any third party, and
31. the Chargee determines (in its sole and absolute discretion) that its security hereunder shall be in jeopardy.

In Witness whereof this Deed has been entered into the day and year first before written.

EXECUTED and unconditionally Delivered as a

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deed by

)

SHAFTESBURY UK DISTRIBUTION LTD

)

acting by a director

)

Director

in the presence of

Witness' Signature

Name

Elysse Goldman

Address

Occupation

Lawyer

EXECUTED and unconditionally Delivered as a

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deed by

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HSBC BANK CANADA

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acting by its authorised signatories

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Authorised Signatory

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Authorised Signatory