

MR01

Particulars of a charge



Companies House



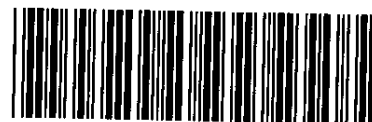
Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with t
Please see 'How to pay' on t

☒ **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 the
instrument. Use form MR08

SATURDAY



A10 *A7YFPCPE* 02/02/2019 #235
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 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. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number ☒ 1 1 6 8 8 6 2 9

Company name in full ☒ PFRP FILM (1) CD LIMITED

For official use

→ **Filling 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 ☒ 3 0 0 1 2 0 1 9

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 ☒ ANHINGA MEDIA LIMITED

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.

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4

Brief description

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.

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".

Please limit the description to the available space.

Brief description

The property, assets and interests (whether present or future) hereby charged or assigned or to be charged or assigned or each or any of them or part thereof under clause 4 of the Deed of Charge in favour of the Chargee and all other property and assets which at any time are or are required to be charged in favour of the Chargee under the Deed of Charge.

5

Other charge or fixed security

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.

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

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.

☒ **Yes**

☐ **No**

8

Trustee statement ¹

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.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge.

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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 **CHARLES GORST**

Company name **GREAT POINT MEDIA**

Address **14 FLORAL STREET**

Post town **LONDON**

County/Region

Postcode **W C 2 E 9 D H**

Country

DX

Telephone



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11688629

Charge code: 1168 8629 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th January 2019 and created by PFRP FILM 1 (CD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd February 2019.

P.

Given at Companies House, Cardiff on 7th February 2019



Companies House



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

Date: 30th January 2019

PFRP Film (1) CD Limited

as Chargor

Anhinga Media Limited

as Chargee

Charge and Deed of Assignment

for the theatrical motion picture currently entitled "Tales of Mahabharata"

CERTIFIED TRUE COPY
OF ORIGINAL DOCUMENT
SIGNED _____
NAME LARA MACARA
DATE 31/1/19
(USA) 1130607.

THIS AGREEMENT is made on this 30th day of January

BETWEEN:

- (1) **PFRP Film (1) CD Limited** (Company Number: 11688629) whose registered office is at 125 Ledbury Road, London W11 2AQ (the "**Chargor**"); and
- (2) **Anhinga Media Limited** (Company Number: 10634129) whose registered office is at 3rd Floor, 14 Floral Street, London WC2E 9DH (the "**Chargee**").

RECITALS:

- (A) Pursuant to the CDA, the Chargee and the Chargor has commissioned the Chargee to produce, complete and deliver the Film upon the terms of the CDA and the Chargee agrees to make available to the Chargor certain sums in relation to the production of the Film..
- (B) In consideration of the Payment Obligations, the Chargee has agreed to assign to the Chargor its rights title and interest in and to the Film.
- (C) The Chargor has agreed to execute this Charge as security for the performance and the discharge of the Secured Obligations.

IT IS AGREED as follows:

1. Definitions

- 1.1 In this Charge, expressions shall have the same meanings ascribed to them in the CDA and, except where a different interpretation is necessary in the context, the following words and expressions set out below shall have the following meanings:

Associated Companies means companies which are "associates" within the meaning of section 435 Insolvency Act 1986;

CDA means the commissioning and distribution agreement entered into between the Chargor and the Chargee dated on or about the date hereof, as amended from time to time;

Charge means this charge and deed of assignment and any and all Schedules, annexures and exhibits attached to it or incorporated by reference;

Charged Assets means the property, assets, agreements and rights charged and/or assigned or intended to be charged and/or assigned under Clauses 4.1 to 4.3 of this Charge whether present or future and all other property, assets, agreements and rights that at any time are or are required to be charged or assigned in favour of or to the Chargee under this Charge;

Distribution Agreement means each agreement under which the Chargor or its successors in title grants rights in respect of the exploitation of the Film;

Distributors means each party (other than the Chargor) to a Distribution Agreement;

Encumbrance means any mortgage, charge (fixed or floating), pledge, hypothecation, or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority (including, without limitation, the deposit of monies or property with a person with the intention of affording such

person a right of set-off, counterclaim or lien) and any other agreement having substantially the same economic effect as any of the foregoing;

Event of Default means:

- (a) a material breach of any of the terms of, or any other default under the CDA by the Chargor (subject to any cure period set out therein);
- (b) a material breach of any of the terms of, or any other default under the PSA by the PSC (subject to any cure period set out therein); and
- (c) any event specified in Schedule 1 to this Charge;

Film means the theatrical motion picture provisionally entitled "Tales of Mahabharata";

Insolvency means as regards any person:

- (a) being unable or admitting its inability to pay its debts as they fall due;
- (b) suspending or threatening to suspend making payments on any of its debts;
- (c) commencing negotiations, due to actual or anticipated financial difficulties, with any of its creditors with a view to rescheduling any of its indebtedness;
- (d) the value of its assets being less than its liabilities (taking into account contingent and prospective liabilities); or
- (e) a moratorium being declared in respect of any of its indebtedness;

Insolvency Proceeding means as regards any person, any action, legal proceeding or other procedure or step taken in relation to:

- (a) the suspension of payments by it, a moratorium of any of its indebtedness or the winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement or scheme of arrangement) of that person;
- (b) a composition, compromise, assignment or arrangement with any of that person's creditors;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer in respect of that person or any of its assets; or
- (d) any analogous procedure or step in any jurisdiction;

Payment Obligations means all sums to be made available or obliged to be paid by the Chargor or financial obligation assigned or otherwise by virtue of the CDA due to the Chargee in connection with the Film including any and all sums due in respect of any fees, expenses (including any expenses or fees incurred in the preservation or enforcement of the security contained in this Charge) and costs and any value added tax on any fees, expenses and costs or any other sum that is owed to the Chargee and is not paid when due shall be added to and deemed part of the Payment Obligations;

Proceedings and Disputes means any suits, actions, claims or proceedings and any disputes which may arise out of or in connection with this Charge (including a dispute regarding the existence, validity or termination of this Charge or any other non-contractual obligation arising out of or in connection with this Charge);

PSA means the production services agreement dated on or about the date of this Charge between the Chargee and the PSC pursuant to which the Producer has engaged the PSC to render production services on the Film, as amended from time to time;

PSC means Mahabharata the Film Limited (Company Number: 09778520) whose registered address is at 447 Kenton Road, Harrow, Middlesex, United Kingdom, HA3 0XY;

Receiver means any person or persons appointed under Clause 8.1 or pursuant to any applicable law to be a receiver or a receiver and manager of the Charged Assets or any of them;

Relevant Agreements means this Charge, the CDA and any other agreement which is a document relating to the financing, production or exploitation of the Film to which Chorgor is a party;

Relevant Corporation means the Chorgor and the Distributor and any other person party to a Relevant Agreement;

Reserved Rights means all rights in and to any prequel, sequel, remake, television series, television film or other derivative production of the Film and/or the Screenplay;

Screenplay means the original screenplay for the Film together with any other revisions, rewrites and amendments to the screenplay and all other versions of the screenplay whether now or after this Charge created or in existence;

Secured Obligations means the Chorgor's obligations set out in Clause 3; and

Settlement Event means any intermediate payment or settlement of account in respect of the Payment Obligations or other act, omission or matter that might operate to release the Chorgor from this Charge or diminish the security granted under this Charge.

2. Interpretation

- 2.1 All references to the Chorgor and the Chargee shall be deemed to include their respective successors in title, transferees and permitted assigns.
- 2.2 References to this Charge or any other deed, agreement or document shall be to this Charge or, as the case may be, such other deed, agreement or document as may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.
- 2.3 References in this Charge to:
 - 2.3.1 "assets" includes present and future properties, revenues, and rights of every description;
 - 2.3.2 a "guarantee" is any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person to make an investment in a loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

- 2.3.3 **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent.

The expression **"copyright"** means the entire copyright and related rights subsisting under the laws of England and Wales and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

- 2.4 The clause, paragraph and Schedule headings and the table of Distributors used in this Charge are inserted for ease of reference only and shall not affect construction.
- 2.5 The Schedules to this Charge are incorporated into this Charge. References in this Charge and the Schedules to the parties, the Introduction, Schedules and clauses are references respectively to the parties, the Introduction and Schedules to and clauses of this Charge.
- 2.6 References to **"writing"** or **"written"** includes any other non-transitory form of visible reproduction of words.
- 2.7 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.
- 2.8 References to **"persons"** shall include individuals, firms, bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.
- 2.9 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.
- 2.10 Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part.
- 2.11 If any condition or covenant contained in this Charge 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.
- 2.12 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 Charge), 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, except where expressly stated to the contrary.

3. Covenant to pay

In consideration of the Chargee entering into the CDA and agreeing to produce, complete and deliver the Film in accordance solely with the terms of the CDA and the Relevant Agreements, the Chargor covenants with the Chargee to pay or discharge to the Chargee the Payment Obligations in accordance with the terms of the CDA and to duly and punctually perform and

discharge all its respective obligations and liabilities under the Relevant Agreements to which it is a party.

4. Charge and security assignment

4.1 The Chargor by way of continuing security for payment of the Payment Obligations and performance and discharge of the Secured Obligations charges in favour of the Chargee with full title guarantee by way of first fixed charge all of its right, title and interest (whether now owned or in the future acquired), if any, in and to the following in relation to the Film and all collateral, allied, ancillary and subsidiary rights in the Film and all properties and things of value pertaining to the Film and all products and proceeds of the Film whether now in existence or in the future made, acquired or produced throughout the world, excluding the Reserved Rights:

- (a) all pre-print elements capable of producing prints or additional pre-print elements including, without limitation, master negatives, negatives, duplicate negatives, colour reversals, intermediates, fine grain master prints, lavenders, colour separations, matrices, interpositives and internegatives, any digital materials and all other forms of pre-print elements which may be necessary or desirable to produce prints or other copies or additional pre-print elements whether now known or in the future devised;
- (b) all positive prints, negatives, prints, exposed film, developed film, answer prints, special effects materials, film, video tapes, discs, cut-outs, trims and digital materials;
- (c) all soundtrack elements including master magnetic tracks, audio and video tapes and discs of all types and gauges, all other optical sound track recordings and music cue sheets;
- (d) any and all documents, receipts or books and records (including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee) with respect to the Film and any element of the Film;
- (e) all machinery, electrical and electronic components, equipment, fixtures, furniture, office machinery, vehicles, trailers, implements and other tangible personal property of every kind and description relating to the Film (including, without limitation, all wardrobe, props, mikes, scenery, sound stages, movable, permanent or vehicular dressing rooms, sets, lighting equipment, cameras and other photographic, sound recording and editing equipment, projectors, film developing equipment and machinery) and all substitution or replacement goods of like type now owned or in the future acquired by the Chargor, and all additions and accessions to such equipment and all rents, proceeds and products of such equipment including, without limitation, the rights to insurance covering such equipment;
- (f) all present and future deposit and other accounts of the Chargor maintained with any bank in connection with the production of the Film or other financial institution in any jurisdiction and any extension or renewal of such accounts and all certificates and instruments, if any, from time to time representing or evidencing such accounts from time to time opened by the Chargor and any and all monies (including interest) from time to time standing to the credit of each of them;
- (g) all cash, cash equivalents and other funds of the Chargor including, without limitation, the Chargor's deposits in all bank accounts, and all drafts, cheques, certificates of deposit, notes, bills of exchange, negotiable instruments and other writings which evidence a right to the payment of money and are not themselves security

agreements and are of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment whether now owned or in the future acquired;

- (h) all versions of all physical properties of every kind or nature of or relating to the Film not otherwise included in this Clause including, without limitation, all versions of all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Film, or any part of such physical properties in whatever state of completion, and all duplicates, drafts, versions, variations and copies of such physical properties and any and all documents, instruments, goods and artwork which may arise in connection with the creation, production, completion, delivery, financing, ownership, possession or exploitation of the Film;
- (i) all insurance and insurance policies now or in the future issued and the proceeds of such insurance and insurance policies obtained in connection with the Film and the insurable properties of the Film and any person or persons engaged in the development, production, completion, delivery or exploitation of the Film;
- (j) in so far as not effectively assigned pursuant to Clause 4.2, those properties, assets, agreements and rights referred to in Clause 4.2; and
- (k) the proceeds of any and/or all of the above.

4.2 The Chargor by way of further continuing security for payment of the Payment Obligations and performance and discharge of the Secured Obligations assigns absolutely to the Chargee with full title guarantee (and in so far as necessary by way of present assignment of future copyright pursuant to section 91 Copyright, Designs and Patents Act 1988) all of its right, title and interest in and to the following throughout the world for the full period of copyright and all renewals and extensions of the full period of copyright and after the full period of copyright in perpetuity, excluding the Reserved Rights :

- (a) all literary property and material and ancillary rights in relation to the Film, including, without limitation, the Screenplay, any underlying literary property, and any other literary material on which the Film is based or from which it is adapted or inspired or which has been used or included in the Film including, without limitation, all scripts, stories, treatments, novels, outlines, books, manuscripts or other properties or materials of any kind or nature in whatever state of completion and all drafts, versions and variations of such material, and the copyrights in such material;
- (b) the entire copyright of the Film or any part or component of the Film and all rights and interests in copyright and renewals, reversions, revivals, reinstatements and extensions of copyrights (both domestic and foreign) whether presently in existence or in future created and the right (but not the obligation) to register any claim under copyright and to renew and extend such rights and the right (but not the obligation) to sue in the name of the Chargor for past, present and future infringements of copyright;
- (c) all rights of every kind and nature to the music and musical compositions of the Film including the lyrics and all copyrights in such music and all rights to exploit, produce, publish, reproduce, perform, record, copy and synchronise all or any such music;

- (d) all rights to produce, distribute, lease, license, sell, exhibit, broadcast, transmit, reproduce, market, lease, sub-lease or otherwise deal with the Film and any and all rights in the Film in perpetuity by all methods and means and in all media whether now known or in the future conceived, devised or created throughout the universe;
- (e) all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor relating to the Film or to any literary property and ancillary rights and any other elements of the Film referred to in this Clause;
- (f) all the Chargor's rights, interests and benefits in and to the Distribution Agreements, and other Relevant Agreements together with the benefit of the proceeds of such agreements;
- (g) all rent, revenues, income, compensation, products, increases, proceeds and profits or other property obtained or to be obtained from the production, release, sale, distribution, subdistribution, lease, sublease, marketing, licensing, sublicensing, exhibition, broadcast, transmission, reproduction, publication, ownership, exploitation or other uses or disposition of the Film (or any rights in the Film or part of the Film), in any and all media in any manner, including, without limitation, the properties of the Film and of any collateral, allied, ancillary, merchandising and subsidiary rights in and to the Film and amounts recovered as damages by reason of unfair competition, the infringement of copyright, breach of any contract or infringement of any rights;
- (h) all re-issue rights in the Film including audio and video rights and all other rights arising out of or in connection with or inspired by the Film or any components of the Film; all ancillary, publishing, spin-off, commercial exploitation and merchandising rights of every kind and nature in the Film and/or arising out of or in connection with or inspired by the Film, the title of the Film and/or the characters appearing in the Film, including but not limited to commercial tie-ups and sponsorships;
- (i) the title of the Film and all of the Chargor's rights to the exclusive use of such title including rights protected pursuant to registered or unregistered trade mark, service mark, unfair competition, passing off and/or other laws, rules or principles of law or equity;
- (j) all inventions, processes, formulae, licences, patents, patent rights, trade marks, trade mark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and company names, business, source or business identifiers and renewals and extensions of the above, domestic and foreign, whether now owned or in the future acquired in respect of the Film, and the accompanying goodwill and other like business property rights, and the rights (but not the obligation) to register claims under such trade marks or patents and to renew and extend such trade marks or patents and the right (but not the obligation) to sue in the name of the Chargor or in the name of the Chargee for past, present or future infringement of trade mark or patent;
- (k) all rights and benefits of every kind and nature, present and future, in and to all Relevant Agreements and all other agreements to which the Chargor is a party in connection with the Film;
- (l) all other rights and properties acquired or to be acquired by the Chargor in connection with the Film; and

- (m) the proceeds of any and/or all of the above.
- 4.3 The Chargor by way of continuing security for the payment of the Payment Obligations and performance and discharge of the Secured Obligations additionally charges with full title guarantee to the Chargee by way of first floating charge all its present and future right title and interest, in the properties, assets, agreements and rights described at Clauses 4.1 and 4.2 to the extent they are not for the time being effectively charged by way of a fixed charge to the Chargee or effectively assigned by way of security to the Chargee and the Chargor agrees not to part with, sell or dispose of such properties, assets, agreements and rights or any part thereof.
- 4.4 The Chargor shall hold on trust for the Chargee absolutely the Chargor's entire interest and benefit in and to the Charged Assets or any part of the Charged Assets which cannot be charged or assigned by the Chargor together with, without limitation, all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Charged Assets.
- 4.5 The Chargor warrants and represents to the Chargee that the Chargor is the owner of and absolutely entitled to the Charged Assets and that, to the extent of its interest in the Charged Assets, it is the owner of the Charged Assets free from Encumbrances (save for those permitted by this Charge and the CDA) and has full power, title and authority to charge and/or assign the Charged Assets and undertakes that it shall not without the Chargee's prior written consent create or permit to arise or to subsist any Encumbrance upon the whole or any part of the Charged Assets other than those referred to in the CDA and the Chargor warrants and represents that it has taken all corporate action necessary to authorise its execution of this Charge and performance of its obligations under this Charge.
- 4.6 Notwithstanding anything contained in this Charge if the Chargor charges, pledges or otherwise encumbers any of the Charged Assets, the charges created in this Charge in favour of the Chargee shall rank in priority to such other Encumbrances.
- 4.7 This Charge is a continuing security and shall remain in force notwithstanding any intermediate payment or settlement of account or other act, omission or matter which might operate to release the Chargor from its obligations under this Charge or affect such obligations or release or diminish the security under this Charge and is in addition to and shall not merge into or otherwise prejudice or affect any guarantee, Encumbrance, interest or other right or remedy now or in the future held by or available to the Chargee as regards the Chargor or any other person, firm or corporation in respect of the Charged Assets and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or in the future dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any right which the Chargee may now or in the future have or giving time for payment or indulgence or compounding with any other person.
- 4.8 The Chargor shall when required by the Chargee and at the expense of the Chargor (whether before or after this Charge shall have become enforceable) execute, and procure the execution of and do all such mortgages, charges, transfers, assignments, assurances, documents, acts and things in such form and otherwise as the Chargee may require under the laws of any jurisdiction for improving or perfecting the security intended to be by this Charge constituted, for further charging and/or assigning the Charged Assets in order to secure further the Payment Obligations and the performance and discharge of the Secured Obligations, for converting any floating charge forming part of this Charge into a fixed charge, for protecting the Chargee's interest in the Charged Assets or for effecting or facilitating the realisation of the Chargee's interest or the exercise by the Chargee of any and all of its powers, authorities and

discretions by this Charge or by statute conferred on it or any Receiver and shall from time to time when so required by the Chargee produce to or deposit with the Chargee during the continuance of this Charge all deeds and documents of title relating to the Charged Assets or any of them.

- 4.9 The covenants implied by sections 2(1) and 3(1) Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the assignment created by this Charge provided that the operation of such covenants shall be extended by the omission of the words following "third parties" in section 3(1)(b).
- 4.10 Paragraph 14, Schedule B1 Insolvency Act 1986 (incorporated by Schedule 16 Enterprise Act 2002) shall apply to any floating charge created pursuant to this Charge.
- 4.11 For the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "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.
- 4.12 The Chargee hereby grants to the Chargor an exclusive licence to undertake and complete the production, post-production, completion and delivery of the Film, subject in all respects to the security hereby created, and the Chargor hereby agrees that the Chargee may terminate such licence if the security created under this Agreement becomes enforceable for any reason whatsoever.

5. Events of Default

- 5.1 The security created by this Charge shall become enforceable and the floating charge created by Clause 4.3 shall automatically crystallise and be converted with immediate effect into a fixed charge and the obligation of the Chargee to make monies available under the CDA (if any) shall immediately terminate and the Payment Obligations shall immediately become due and payable at any time after the happening of any Event of Default.
- 5.2 At any time, without prejudice to the provisions of Clauses 5.1 and 5.3, the Chargee may, by notice in writing to the Chargor, convert the floating charge created by this Charge into a fixed charge in relation to the assets specified in such notice and the Chargee shall, subject to the occurrence of an Event of Default, be entitled (but not bound) to take possession of or appoint a Receiver of such assets.
- 5.3 If the Chargor charges, pledges or otherwise encumbers (whether by way of fixed or floating security) any of the property, assets or income comprising the property covered by the floating charge referred to at Clause 4.3 above save as permitted under this Charge or attempts so to do without the prior consent in writing of the Chargee or if any creditor or other person levies any distress, execution, sequestration or other process against any of the said property, assets or income then, in the absence of any notice or other action by the Chargee pursuant to Clause 7.2, the floating charge created shall automatically without any requirement for notice by the Chargee operate as a fixed charge immediately upon the occurrence of such an event.
- 5.4 On this Charge becoming enforceable or at any time after this Charge becoming enforceable, notwithstanding the terms for repayment of the Payment Obligations or any part of the Payment Obligations, the Chargee shall be entitled by notice in writing to the Chargor to demand immediate payment or repayment of the Payment Obligations or any part of the Payment Obligations from the Chargor and upon this notice in writing the Payment Obligations or such part shall be and become immediately due and payable by the Chargor.

6. Enforcement

6.1 At any time after the Chargee shall have demanded payment or repayment of any part of the Payment Obligations, discharge of a Secured Obligation or upon the happening of any Event of Default or if requested by the Chargor, the Chargee may without prejudice to any other rights it may have and without prior notice to the Chargor:

- (a) sell, call in, collect, convert into money or otherwise deal with or dispose of the *Charged Assets or any part of the Charged Assets on an instalment basis or otherwise* and generally in such manner and upon such terms whatever as the Chargee may in its sole discretion think fit;
- (b) exercise any and all powers which a Receiver could exercise if appointed pursuant to Clause 8.2 below;
- (c) appoint in writing any person or persons to be a Receiver of all or any part of the Charged Assets, from time to time determine the terms as to remuneration and otherwise of the Receiver and remove the Receiver and appoint another in his place;
- (d) appoint any person or persons to be an administrator of the Chargor; and
- (e) exercise in relation to the Charged Assets all the rights and remedies of a secured party under the Uniform Commercial Codes in effect in the state of New York and California at that time.

6.2 The Receiver shall be the agent of the Chargor (which shall alone be personally liable for the Receiver's acts, defaults and remuneration) and in particular by way of addition to but without prejudice to any other powers he or the Chargee may have by law the Receiver shall have all the powers set out in Schedule 1 Insolvency Act 1986 and in addition shall have power:

- (a) to enter upon any premises necessary to take possession of, collect, get in or realise all or any part of the Charged Assets whether accrued before or after the date of his appointment and to take, prosecute, enforce, defend or abandon any actions, claims, suits and proceedings in the name of the Chargor or otherwise in relation to the Charged Assets and to submit to arbitration, negotiate, compromise and settle any such applications, claims, disputes, actions, suits or proceedings and in addition to take or defend proceedings for the compulsory winding-up of any Chargor and proceedings for directions under section 35(1) Insolvency Act 1986 as the Chargee or he shall think fit;
- (b) to exercise all the powers of the Chargor and in particular but without limitation to carry on or concur in carrying on the whole or any part of the business of the Chargor insofar as and in such manner as he shall in his absolute discretion think fit including the power to enter into any contract or arrangement and to perform, repudiate or vary any contract to which any Chargor is a party;
- (c) to raise money or borrow from the Chargee or others without security or on the security of the Charged Assets or any part of the Charged Assets upon such terms as the Chargee or he shall in his absolute discretion think fit;
- (d) to assign, sell, lease, license, convey, 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, grant, terminate or accept surrenders of leases, licences, rights

of user or tenancies (in each case with or without consideration) of any of the Charged Assets 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 any Chargor or otherwise without the need to observe the restrictions imposed by section 103 Law of Property Act 1925 or any need to observe all or any of the restrictions or other provisions of sections 99 and 100 of that Act;

- (e) to make any arrangement or compromise between the Chargor and any other person or pay any compensation or incur any obligation which the Chargee or he shall think fit;
- (f) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, decoration, modification, refurbishment, furnishings, equipment, insurances, alterations or additions to or in respect of the Charged Assets in the interest of the Chargee for maintaining the value of the Charged Assets in every such case as the Chargee or he shall think fit;
- (g) to make or to require the directors of the Chargor to make calls conditionally or unconditionally on the holders of the Chargor's share capital in respect of any such capital of the Chargor which remains uncalled with the same powers for the purpose of enforcing payment of any calls so made and any previous unpaid calls as are by the Articles of Association of the Chargor conferred upon its directors in respect of calls authorised to be made by them and to make such calls in the name of the directors or in that of the Chargor or otherwise and to the exclusion of the directors' power in that regard;
- (h) to promote, procure the formation or otherwise acquire the share capital of companies with a view to those companies purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Assets or carrying on any business in succession to the Chargor or any subsidiary of the Chargor, to arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as the Chargee or he shall think fit;
- (i) to manage, develop, reconstruct, improve, amalgamate or diversify or concur in managing, developing, reconstructing, improving, amalgamating or diversifying the business of any Chargor;
- (j) to appoint, employ, discharge, dismiss or vary the terms of employment or engagement of managers, advisers, officers, financiers, contractors, workmen and employees of the Chargor for any of the purposes described in this Clause for such remuneration and on such other terms as the Chargee or he shall in their absolute discretion think fit;
- (k) to redeem, discharge or compromise any security;
- (l) to enter into bonds, covenants, guarantees, commitments, indemnities and other obligations or liabilities as he shall think fit and make all payments needed to effect, maintain or satisfy such obligations or liabilities and to effect, maintain or renew insurances and to obtain bonds and performance guarantees;

- (m) to do all such other acts and things or refrain from doing any act or thing (including electing to charge value added tax or to treat supplies made by the Chargor as taxable supplies for the purposes of value added tax) as may seem to him to be incidental or conducive to any of the functions, discretions, matters or powers described in this Clause and which he lawfully may or can do; and
 - (n) to exercise all such other power and authority as the Chargee shall think fit to confer and so that the Chargee may in relation to such part of the Charged Assets as is the subject of a first legal mortgage or charge or assignment under this Charge confer any powers and authorities which it could give if it had full title guarantee to such Charged Assets.
- 6.3 The statutory powers of sale and of appointing a Receiver shall be exercisable without the restrictions contained in sections 103 and 109 Law of Property Act 1925 or otherwise. No purchaser, mortgagee or other third party dealing with the Chargee or any Receiver shall be concerned to enquire whether the security created under this Charge has become enforceable or to see to the application of any money paid to the Chargor or such Receiver or otherwise as to the propriety or regularity of any other dealing by the Chargee or the Receiver and, in the absence of bad faith on the part of such third party, such dealing shall be deemed to be within the powers conferred under this Charge and to be valid and effectual accordingly.
- 6.4 The power to appoint a Receiver contained in this Charge shall be in addition to all statutory and other powers conferred on mortgagees and receivers under the Law of Property Act 1925 and the Receiver shall have and be entitled to exercise all powers conferred under such Act in the same way as if he had been duly appointed under such Act; such power to appoint a Receiver under this Charge or by statute conferred shall be and remain exercisable by the Chargee notwithstanding any prior appointment in respect of all or any part of the Charged Assets.
- 6.5 It shall be permissible for the Chargee to appoint more than one Receiver and in such event any reference in this Charge 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 discretions vested in the Receivers so appointed may be exercised by them all jointly or severally by each of them.
- 6.6 As and when the security created under this Charge becomes enforceable, the Chargor declares that it will hold the Charged Assets (subject to the Chargor's rights of redemption) upon trust to convey, assign or otherwise deal with the Charged Assets in such manner and to such person as the Chargee shall direct and declare that it shall be lawful for the Chargee by deed to appoint a new trustee or trustees of the Charged Assets and in particular but without limitation at any time or times to appoint a new trustee or trustees of the Charged Assets in place of the Chargor.
- 6.7 Any monies obtained by a Receiver appointed under this Charge whether by sale of any of the Charged Assets or obtained by carrying on the business or otherwise shall be applied:
 - (a) first, in payment of all costs and expenses incurred and incidental to the powers conferred on the Receiver; and
 - (b) secondly, in or towards payment of the Payment Obligations ; and
 - (c) thirdly, any balance shall be paid to the Chargor.

- 6.8 Any monies received, recovered or realised by the Chargee or any Receiver under this Charge (including the proceeds of any conversion of currency) may at the discretion of the Chargee or the Receiver be placed in a suspense account and kept there for so long as the Chargee or the Receiver thinks fit (with interest accruing at such rate, if any, as the Chargee may determine) pending application from time to time (as the Chargee and the Receiver shall be entitled to do as they may think fit) in or towards discharge of the Payment Obligations.
- 6.9 The restriction on consolidation of mortgages contained in section 93(1) Law of Property Act 1925 shall not apply to this Charge. The Chargor may not without the prior written consent of the Chargee:
- (a) redeem this Charge 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 situate now or in the future belonging to the Chargor; or
 - (b) redeem any such mortgage, charge or other security of whatever nature without at the same time redeeming this Charge.
- 7. Chargee's additional powers**
- 7.1 Upon the happening of an Event of Default the Chargee may whenever and so often as it thinks fit or necessary apply the whole or any part of the monies relating to the Film from time to time standing to the credit of any account in the name of the Chargee in or towards the discharge of all or any of the Payment Obligations and may pay the whole or any part of the monies to the credit of any other nominated account in respect of income arising from the Film (including an account opened by the Chargee for the purpose). The Chargee shall also have the right at its complete discretion to give time or indulgence to or compound with and to make any such other arrangement as it shall see fit with the Chargor or any other person, firm, company or other organisation without prejudice to the Chargor's liability under this Charge or the Chargee's right and title to the Charged Assets and any monies received by the Chargee from any other person, firm, company or other organisation may be applied by the Chargee to any account or transaction of such persons or otherwise as the Chargee shall see fit.
- 7.2 At any time after the security created under this Charge becomes enforceable or after any powers conferred by any Encumbrance having priority to the security created under this Charge shall have become exercisable, the Chargee may redeem such or any other prior Encumbrance or procure the transfer of such Encumbrance to itself and may settle and prove the accounts of the encumbrancer and any account so settled and proved 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 under this Charge.
- 7.3 At any time after the security created under this Charge becomes enforceable, 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 Charged Assets or its interests under this Charge and in particular (but without limitation) may enter upon the Chargor's property and may pay any monies which may be payable in respect of any of the Charged Assets and any monies expended in so doing by the Chargee or Receiver shall be deemed an expense properly incurred and paid by the Chargee and the Chargor shall reimburse such monies on demand to the Chargee.

- 7.4 The Chargee shall not, nor shall any Receiver by reason of its or another Receiver's entering into possession of the Charged Assets or any part of the Charged Assets, be liable to account as mortgagee in possession or for any default or omission of any nature for which a mortgagee in possession might be liable, or be liable for any loss or damage occasioned by or upon realisation or diminution in value happening in or about the exercise of any power conferred by this Charge or by statute and the Chargor shall not have any 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.
- 7.5 If there is a Settlement Event and/or if for any reason this Charge ceases to be a continuing security for the maximum amount of the Payment Obligations, the Chargee may open a new account for the Chargor in respect of the Film 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 the Settlement Event first occurred and/or from the time that this Charge ceased to be a continuing security for the maximum amount of the Payment Obligations (whichever time is earlier) and as from that time all payments made by or on behalf of the Chargor to the Chargee (including any payment constituting the Settlement Event) 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 (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's liabilities or obligations incurred after that time). The provisions of this Clause shall apply mutatis mutandis each and every time a Settlement Event occurs.
- 8. Warranties, representations and covenants of the Chargor**
- 8.1 The Chargor repeats in favour of the Chargee the warranties and representations set out in Clause 9 of the CDA as if these warranties and representations were set forth and incorporated into this Charge.
- 8.2 The Chargor further represents and warrants to the Chargee on the date of this Charge that:
- (a) the obligations expressed to be assumed by it in this Charge are legal, valid, binding and enforceable obligations;
 - (b) the entry into and performance by it of, and the transactions contemplated by, this Charge do not and will not conflict with:
 - (i) any law or regulation applicable to it;
 - (ii) its constitutional documents; or
 - (iii) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument;
 - (c) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Charge and the transactions contemplated by this Charge;
 - (d) no limit on its powers will be exceeded as a result of giving or granting any security, guarantee or indemnity contemplated by this Charge;

- (e) it has obtained or effected all authorisations (which are in full force and effect) required or desirable:
 - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Charge; and
 - (ii) to make this Charge admissible in evidence in England and Wales; and
- (f) no:
 - (i) Insolvency Proceeding; or
 - (ii) any step relating to the expropriation, attachment, sequestration, distress or execution affecting any asset or assets of the Chargor,
 - (iii) has been taken or, to the knowledge of the Chargor, threatened in relation to it and the Chargor is not subject to any of the circumstances described in the definition of "Insolvency" in Clause 1 of this Charge.

8.3 The representations and warranties in Clauses 8.1 and 8.2 will be deemed to be repeated with reference to the facts and circumstances then subsisting on each day on which security is given by the Chargor in accordance with this Charge or the CDA and/or any obligations are owing by the Chargor to the Chargee under this Charge or the CDA.

9. Undertaking for release and re-assignment

Upon repayment of the Payment Obligations the Chargee will, at the Chargor's request and expense, release and re-assign to the Chargor, or as it may direct, the property, assets, agreements and rights, that the Chargor charged and assigned or agreed to be charged and assigned to the Chargee as security and will upon written request and at the Chargor's expense execute and deliver to the Chargor all documents and instruments reasonably required or desirable to effect the said release and re-assignment.

10. Power of attorney

- 10.1 The Chargor irrevocably and by way of security appoints the Chargee, and if any Receiver has been appointed the Chargee and Receiver jointly and severally, as the attorney and attorneys of the Chargor and in its name and on its behalf to sign, execute and do all acts, things and documents which the Chargor is obliged (whether pursuant to Clause 4.8 or otherwise) or which a Receiver is empowered to execute or do under this Charge where the Chargor has failed so to do within 7 days of receipt of written notice from the Chargee requesting the Chargor to carry out such activities, provided that the Chargee agrees that it shall provide the Chargor with copies of any documents that it executes on behalf of the Chargor pursuant to this clause within 14 days of its execution of the same (provided that any inadvertent failure to provide such copies shall not constitute a breach by the Chargee).
- 10.2 Subject to the above this appointment shall operate as a general power of attorney made under section 10 Powers of Attorney Act 1971.
- 10.3 The Chargor covenants with the Chargee that on request it will ratify and confirm all documents, acts and things and all transactions entered into by the Chargee or by the Chargor at the instance of the Chargee in the exercise or purported exercise of the above powers.

11. Indemnity

The Chargor shall on demand indemnify and hold harmless the Chargee and any Receiver from and against all actions, claims, proceedings, expenses (including professional fees and expenses), demands and liabilities now or in the future brought against or incurred by either or both of them, or against or by any person for whose act or omission either or both may be liable, resulting directly or indirectly from any breach or non-observance by the Chargor of any of the provisions of this Charge, any warranty or representation made by the Chargor being incorrect when made or any payment in respect of the provisions of this Charge (whether made by the Chargor or a third party) being set aside or declared void for any reason. The Chargor's liability to the Chargee under this Clause shall form part of the Payment Obligations.

12. General

- 12.1 Any release, re-assignment, settlement or discharge between the Chargor and the Chargee shall be conditional upon no security or payment made or given to the Chargee being avoided, reduced, set aside or rendered unenforceable as a result of any provision or enactment now or in the future in force relating to bankruptcy, insolvency or liquidation or for any other reason and if any such security or payment shall be avoided, reduced, set aside or rendered unenforceable the Chargee shall be entitled to recover the full amount or value of any such security or payment from the Chargor and otherwise to enforce this Charge as if such release, settlement or discharge had not taken place.
- 12.2 Any trusts created by this Charge shall have a term of 80 years commencing on their respective commencement date.
- 12.3 This Charge shall remain the property of the Chargee notwithstanding any release or discharge or purported release or discharge of this Charge.
- 12.4 The Chargee will be entitled at any time or times without notice (both before and after demand) to set off any liability of the Chargor to the Chargee against any liability of the Chargee to the Chargor (in either case whether actual or contingent, present or future and irrespective of the currency or place of payment) and may for such purposes convert or exchange any currency as it deems fit.
- 12.5 A certificate or determination by an official of the Chargee as to the amount at any time of the Chargor's liabilities shall be conclusive evidence against the Chargor, except in the case of manifest error or on any question of law.

13. Notices

- 13.1 Any notice or other communication to be given under this Charge must be in writing, in English and may be served by hand delivery at, or by pre-paid recorded delivery or registered post or airmail to, the address of the receiving party as set out at the beginning of this Charge.
- 13.2 Subject to Clause 13.3, any notice or other communication served in accordance with Clause 13.1 shall be deemed to have been received:
 - (a) if delivered by hand, at the time of delivery;
 - (b) if sent by pre-paid recorded delivery or registered post, at 9.30 a.m. on the second clear day after the date of posting;

- (c) if sent by pre-paid registered airmail, at 9.30 a.m. on the fifth clear day after the date of posting; or
 - (d) if sent by email, (then absent a bounceback from the recipient's server) at the time of transmission of the email if sent during business hours, otherwise on commencement of the next business day.
- 13.3 If under the provisions of Clause 13.2 a notice or other communication would be deemed to have been received outside normal business hours, being 9.30 a.m. to 5.30 p.m. local time on any day which is not a Saturday, Sunday or public holiday in the place of receipt (which, in the case of service on any party by fax shall be deemed to be in the same place as the address specified for service on that party by post), it shall instead be deemed to have been received at the recommencement of such normal business hours.
- 14. Waiver**
 - 14.1 A waiver of any right, power, privilege or remedy provided by this Charge must be in writing and may be given subject to any conditions thought fit by the grantor. For the avoidance of doubt, any omission to exercise, or delay in exercising, any right, power, privilege or remedy provided by this Charge shall not constitute a waiver of that or any other right, power, privilege or remedy.
 - 14.2 A waiver of any right, power, privilege or remedy provided by this Charge shall not constitute a waiver of any other breach or default by the other party and shall not constitute a continuing waiver of the right, power, privilege or remedy waived or a waiver of any other right, power, privilege or remedy.
 - 14.3 Any single or partial exercise of any right, power, privilege or remedy arising under this Charge shall not preclude or impair any other or further exercise of that or any other right, power, privilege or remedy.
 - 14.4 Except as otherwise expressly provided by this Charge, the rights, powers, privileges and remedies provided in this Charge are cumulative and are not exclusive of any other rights, powers, privileges and remedies provided by law.
- 15. Severance**
 - 15.1 If any provision of this Charge is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Charge will remain in full force and effect and will not in any way be impaired.
 - 15.2 If any provision of this Charge is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, or the period of the obligation reduced in time, or the range of activities or area covered reduced in scope, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.
- 16. Variation**

Any variation of this Charge is valid only if it is in writing and executed by or on behalf of each party.

17. Rights of third parties

This Charge does not confer any rights on any person or party (other than the parties to this Charge) under the Contracts (Rights of Third Parties) Act 1999.

18. Assignment

18.1 The Chargor shall not have the right to assign its rights under, or any interest in, this Charge without the prior written consent of the Chargee.

18.2 The Chargee may:

- (a) assign in part or in whole the benefit of this Charge;
- (b) transfer any of its obligations under this Charge;
- (c) subcontract or delegate any of its obligations under this Charge; and/or
- (d) deal in any other manner with this Charge or any of its rights or obligations without regard to any set-off, counter claim or equities between the Chargee and the Chargor.

19. Counterparts

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

20. Governing law and jurisdiction

20.1 This Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

20.2 The Chargor irrevocably agrees for the benefit of the Chargee that the courts of England shall have exclusive jurisdiction to hear and determine any Proceedings and Disputes and, for such purposes, irrevocably submits to the jurisdiction of such courts.

20.3 The Chargor irrevocably waives any objection which it might now or after the date of this Charge have to the courts of England being nominated as the forum to hear and determine any Proceedings and Disputes and to settle any Proceedings and Disputes and agrees not to claim that any such court is not a convenient and appropriate forum.

20.4 Nothing in Clause 20.2 shall limit the Chargee's right to bring any action in any other court having or claiming jurisdiction (whether concurrently or not) nor affect the Chargee's right to serve process in any other manner permitted by law.

IN WITNESS WHEREOF this Charge has been executed as a deed and delivered on the date stated at the beginning of this Charge.

Schedule 1 - Events of Default

An Event of Default means any of the following:

- (a) default shall be made in the repayment of the Payment Obligations or any instalment of the Payment Obligations whether of principal or interest, on the due date and in the currency and at the place in which or at which it is expressed to be payable and the Chargor has failed to cure such default within 5 business days of receipt of written notice detailing such default;
- (b) any failure or refusal or neglect of the Chargor to perform and discharge any material Secured Obligation and the Chargor has failed to cure such default within 5 business days of receipt of written notice detailing such default;
- (c) any failure or refusal or neglect of the Chargor or any Relevant Corporation to observe or perform any of the material contractual provisions of the Relevant Agreements or any amendment to the Relevant Agreements and the Chargor has failed to cure such default within 5 business days of receipt of written notice detailing such default;
- (d) if any of the parties to the Relevant Agreements shall commit any breach of the material contractual provisions of any Relevant Agreement and the Chargor has failed to cure such default within 5 business days of receipt of written notice detailing such default;
- (e) if any of the material warranties and representations given by the Chargor or any statements furnished by the Chargor or any Relevant Corporation under any of the Relevant Agreements shall at any time prove to be incorrect or false;
- (f) if it becomes illegal for the parties or any Relevant Corporation to perform their respective obligations under the CDA or any of the Relevant Agreements or if the CDA or if any of the Relevant Agreements becomes void, invalid or unenforceable or ceases to be in full force and effect;
- (g) 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 Corporation of its obligations under the Relevant Agreements is modified in a manner unacceptable to the Chargee or is not granted or is revoked or terminated or expires;
- (h) a material adverse change in the business or financial condition of a Relevant Corporation or in relation to any person guaranteeing any of the Payment Obligations or in relation to any assets, rights or monies over which the Chargee has security;
- (i) any meeting of creditors of a Relevant Corporation being held or any arrangement or steps being taken by a Relevant Corporation 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);
- (j) a trustee, liquidator, provisional liquidator, supervisor, receiver, administrator (in bankruptcy or otherwise), administrative receiver or other similar office-holder or 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

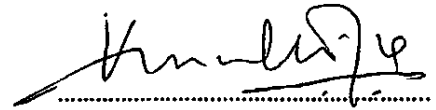
part of the assets of a Relevant Corporation or the directors or officers of a Relevant Corporation requesting any person to appoint such a trustee, liquidator, supervisor, receiver, administrator, administrative receiver or similar office-holder or other encumbrancer;

- (k) a Relevant Corporation 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;
- (l) a Relevant Corporation obtaining a moratorium or other protection from its creditors;
- (m) 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 Corporation;
- (n) 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 the Chargor or any Relevant Corporation, 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;
- (o) a decision being taken for a Relevant Corporation or any of its Associated Companies to cease or any Relevant Corporation or any of its Associated Companies ceases to trade;
- (p) any Relevant Corporation 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;
- (q) the taking of a decision without the prior consent of the Chargee by a Relevant Corporation that the whole or a substantial part (meaning 50% or more) of the undertaking or assets of a Relevant Corporation be sold, transferred or otherwise disposed of (whether or not for full consideration);
- (r) any indebtedness or guarantee, indemnity or similar obligation of a Relevant Corporation not being paid when due or called upon, or any such indebtedness or obligation being declared due prior to its stated maturity;
- (s) 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 Corporation;
- (t) any Encumbrance which may affect any assets of the Chargor becoming enforceable;
- (u) any Encumbrance or any guarantee or indemnity given by the Chargor in favour of the Chargee ceasing to be in full force and effect or (in the case of a charge) ceasing to rank in the manner expressed;
- (v) 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 reasonably believe that all or any part of the Charged Assets are 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;

- (w) the Chargor or any Relevant Corporation has a written demand for the payment of sums due served upon it in accordance with section 123(1)(a) Insolvency Act 1986 (which is not settled or disputed);
- (x) the Chargor or any Relevant Corporation is struck off the register of companies or otherwise ceases to exist;
- (y) the Chargee determines (in its sole and absolute discretion) that the rights of the Chargor with respect to the Charged Assets are materially adversely affected as a result of any claim and/or claims asserted by any third party; and
- (z) if any event, which is in the reasonable 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 any Relevant Corporation.

EXECUTION PAGE FOR CHARGE IN RELATION TO "TALES OF MAHABHARATA"

EXECUTED as a DEED by PFRP FILM 1 (CD) LIMITED acting by a director in the presence of:



Signature of director

Signature of witness.....

Print name.....

Address.....

.....

.....

Occupation.....

EXECUTED as a DEED by ANHINGA MEDIA LIMITED acting by a director in the presence of:

.....

Signature of director

Signature of witness.....

Print name.....

Address.....

.....

.....

Occupation.....

EXECUTION PAGE FOR CHARGE IN RELATION TO "TALES OF MAHABHARATA"

EXECUTED as a DEED by PFRP FILM 1 (CD) LIMITED acting by a director in the presence of:

.....
Signature of director

Signature of witness.....

Print name.....

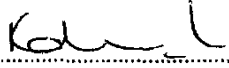
Address.....


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Occupation.....

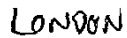
EXECUTED as a DEED by ANHINGA MEDIA LIMITED acting by a director in the presence of:


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Signature of director

Signature of witness..... 

Print name..... 

Address..... 

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Occupation..... 