



Registration of a Charge

Company name: **CONTENTFILM RAINBOW LIMITED**

Company number: **02904403**



X8WQDX2O

Received for Electronic Filing: **15/01/2020**

Details of Charge

Date of creation: **31/12/2019**

Charge code: **0290 4403 0009**

Persons entitled: **TRUIST BANK, AS SUCCESSOR BY MERGER TO SUNTRUST BANK, AS ADMINISTRATIVE AGENT.**

Brief description:

Contains fixed 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:

LUDOVICO GIANNOTTI



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2904403

Charge code: 0290 4403 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st December 2019 and created by CONTENTFILM RAINBOW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th January 2020 .

Given at Companies House, Cardiff on 16th January 2020

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

SECOND AMENDMENT
TO
GUARANTY AND SECURITY AGREEMENT

THIS SECOND AMENDMENT TO GUARANTY AND SECURITY AGREEMENT (this “Amendment”) is entered into as of December 31, 2019, by and among Kew Media Group Inc., a corporation incorporated under the laws of the Province of Ontario (“Parent”), Kew Media International Limited, a company incorporated under the laws of England and Wales formerly known as Content Media Corporation International Limited (“KMIL” and, together with Parent, collectively “Borrowers” and each individually a “Borrower”), the other Grantors from time to time party thereto, and Truist Bank, as successor by merger to SunTrust Bank, as Administrative Agent.

RECITALS

A. KMIL, the other Grantors and Administrative Agent have entered into that certain Guaranty and Security Agreement dated as of July 28, 2017, as amended to date (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Agreement”), pursuant to which, among other things, Grantors (other than KMIL) have guaranteed all Obligations of KMIL and Grantors (including KMIL) have granted Liens in and to the Collateral to Administrative Agent, on behalf of the Secured Parties, to secure their respective Obligations. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Agreement.

B. KMIL and the other Grantors have requested that Administrative Agent and Lenders make certain amendments to the Collateral, Pledged Certificated Stock and Pledged Uncertificated Stock definitions, and KMIL, the other Grantors and Administrative Agent are willing to do so subject to the terms and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the continued performance by each of the parties hereto of their respective promises and obligations under the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Ratification, Reaffirmation and Incorporation of Agreement. Except as expressly modified under this Amendment, (a) each Grantor hereby acknowledges, confirms, ratifies and reaffirms the grant by it of the Liens in and to the Collateral granted by it under the Agreement and all of the other terms and conditions set forth in, and its Guaranteed Obligations and all of its other obligations under, the Agreement, and (b) all of the terms and conditions set forth in the Agreement are incorporated herein by this reference as if set forth in full herein.

2. Amendments to Agreement.

a. The definition of “Pledged Certificated Stock” in Section 1.1(b) of the Agreement is hereby amended and restated as follows:

“Pledged Certificated Stock” shall mean, with respect to any Grantor, all certificated securities and any other Capital Stock or Stock Equivalent of any Person (other than any Excluded Equity Interest) evidenced by a certificate, instrument or other similar document, in each case now owned or at any time hereafter acquired by such Grantor, and any dividend or distribution of cash, instruments or other property made on, in respect of or in exchange for the foregoing from time to time, including in each case those interests set forth on Schedule 2.

b. The definition of “Pledged Uncertificated Stock” in Section 1.1(b) of the Agreement is hereby amended and restated as follows:

“Pledged Uncertificated Stock” shall mean, with respect to any Grantor, any Capital Stock or Stock Equivalent of any Person, other than Pledged Certificated Stock and any Excluded Equity Interest, in each case now owned or at any time hereafter acquired by such Grantor, including all right, title and interest of such Grantor as a limited or general partner in any partnership or as a member of any limited liability company not constituting Pledged Certificated Stock, all right, title and interest of such Grantor in, to and under any organizational document of any partnership or limited liability company to which it is a party, and any dividend or distribution of cash, instruments or other property made on, in respect of or in exchange for the foregoing from time to time, including in each case those interests set forth on Schedule 2.

c. Section 1.1(b) of the Agreement is hereby further amended by adding the following new definition thereto in appropriate alphabetical order:

“Excluded Equity Interest” shall mean, with respect to any Grantor, any Capital Stock or Stock Equivalent of any Person that does not constitute a Subsidiary of such Grantor but only to the extent a term in any contract or agreement (including any organizational document) to which such Grantor is a party prohibits, restricts or requires the consent of an unaffiliated counterparty thereto to the creation, attachment or perfection of a Lien in the right, title or interest of such Grantor therein or provides that creation, attachment or perfection of such Lien would, in and of itself, give rise to a default, breach, right of recoupment, claim, defense, termination, right of termination or remedy under such agreement, except in each case to the extent that (a) such term has been waived or such counterparty has otherwise consented to the creation hereunder of a Lien in such asset, or (b) such term has been rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of Division 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity and, immediately upon the ineffectiveness, lapse or termination of any such provision, such Grantor shall be automatically deemed to have granted a Lien hereunder to the Administrative Agent in all of its right, title and interest in and to such asset as if such term had never been in effect.

d. Section 3.1 of the Agreement is hereby amended by (i) deleting the following parenthetical immediately after the reference to “personal property” in the fourth line thereof: “(other than any Capital Stock or Stock Equivalent of any Person that does not constitute a Subsidiary of such Grantor, in each case now owned or at any time hereafter acquired by such Grantor)” and (ii) substituting the following parenthetical in lieu thereof: “(other than any Excluded Equity Interest)”.

3. Conditions to Effectiveness. The effectiveness of this Amendment is subject to satisfaction of each of the following conditions precedent (the date upon which all such conditions precedent shall have been satisfied, the “Amendment Effective Date”):

a. Administrative Agent shall have received a copy of this Amendment duly executed and delivered by each Grantor;

b. Administrative Agent shall have received a copy of that certain Third Amendment to Amended and Restated Revolving Credit and Term Loan Agreement dated as of the date hereof in the form attached hereto as Appendix A duly executed and delivered by each Borrower and Lenders; and

c. the representations and warranties of Grantors contained in Section 5 below shall be true and correct.

4. Entire Agreement. This Amendment, together with the Agreement and the other Loan Documents, is the entire agreement between the parties hereto with respect to the subject matter hereof. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the Agreement and the other Loan Documents shall remain in full force and effect.

5. Representations and Warranties. Each Grantor hereby represents and warrants that the representations and warranties contained in the Agreement were true and correct in all material respects when made and, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, are true and correct in all material respects as of the date hereof. Each Grantor hereby further represents and warrants that (a) the execution, delivery and performance by such Grantor of this Amendment are within its organizational powers and have been duly authorized by all necessary organizational action and, if required, shareholder, partner or member action, (b) this Amendment has been duly executed and delivered by such Grantor and constitutes a valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity, and (c) the execution, delivery and performance by such Borrower of this Amendment (i) does not require any consent or approval of, registration or filing with, or any action by, any Governmental Authority, except those as have been obtained or made and are in full force and effect, (ii) will not violate any Requirement of Law applicable to such Grantor or any of its Subsidiaries or any judgment, order or ruling of any Governmental Authority, (iii) will not violate or result in a default under any Contractual Obligation of such

Grantor or any of its Subsidiaries or any of its assets or give rise to a right thereunder to require any payment to be made by such Grantor or any of its Subsidiaries and (iv) will not result in the creation or imposition of any Lien on any asset of such Grantor or any of its Subsidiaries, except Liens (if any) created under the Loan Documents.

6. Miscellaneous.

a. Counterparts. This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

b. Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment, and are not to be taken into consideration in interpreting this Amendment.

c. Governing Law. This Amendment and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of New York.

d. Effect. Upon the effectiveness of this Amendment, from and after the date hereof, each reference in the Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import shall mean and be a reference to the Agreement as amended hereby and each reference in the other Loan Documents to the Agreement, “thereunder,” “thereof,” or words of like import shall mean and be a reference to the Agreement as amended hereby.

e. No Waiver or Representation as to Additional Accommodations. In agreeing to make the amendments set forth herein, none of Administrative Agent or any other Secured Party makes any representation whatsoever that it will make any further or additional accommodations to or for the benefit of any Grantor. Except as expressly provided in Section 2 of this Amendment, the execution, delivery, and effectiveness of this Amendment shall not (i) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of Administrative Agent or any other Secured Party under the Agreement or any other Loan Document, (ii) impose any obligation on Administrative Agent or any other Secured Party to defer the enforcement of its powers, rights and privileges under the Agreement or any other Loan Document, (iii) constitute a waiver of any provision in the Agreement or in any of the other Loan Documents, or (iv) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

f. Conflict of Terms. In the event of any inconsistency between the provisions of this Amendment and any provision of the Agreement, the terms and provisions of this Amendment shall govern and control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date
Second written above.

BORROWERS:

KEW MEDIA GROUP INC.

By: 
Name: Erick Kwak
Title: EVP

KEW MEDIA INTERNATIONAL LIMITED

By: 
Name: Erick Kwak
Title: EVP

GUARANTORS:

2 DOGS POST PTY LTD
2161244 ONTARIO LTD.
AFAMAL INC.
AFSEVENTEEN PRODUCTIONS INC.
AFSEVENTEEN-2 PRODUCTIONS INC.
AFSIXTEEN PRODUCTIONS INC.
AFSIXTEEN-2 PRODUCTIONS INC.
AFNINETEEN PRODUCTIONS INC.
ALLUMINATION FILMWORKS LLC
ARCHITECT FILMS INC.
ASPIRE FILMS PTY. LIMITED
BACKFLIP PRODUCTIONS, INC.
BIG BOSS, LLC
BODY HACK SERIES 3 PTY LIMITED
BRIDGE ROAD POST PTY LTD
BGM INC.
COBALT MEDIA CAPITAL LIMITED
CONTENT INTERNATIONAL FILM AND
TELEVISION LIMITED
CONTENTCO ACQUISITION COMPANY LLC
CONTENTFILM BEEP LIMITED
CONTENTFILM HEARTBREAKERS LIMITED
CONTENTFILM JELLABIES LIMITED
CONTENTFILM MUGGERS LIMITED
CONTENTFILM MUSIC LIMITED
CONTENTFILM PICTURES LIMITED

[Signatures continued]

CONTENTFILM PRODUCTIONS LIMITED
CONTENTFILM RAINBOW LIMITED
CONTENTFILM THE SEA CHANGE LIMITED
CONTENTFILM UK DISTRIBUTION LIMITED
CONTENTFILM WHEELS LIMITED
CORPUS LLC
CRAZY COOKIE, L.L.C.
EME PRODUCTIONS NO 6 HOLDINGS PTY LIMITED
EME PRODUCTIONS NO 6 PTY LIMITED
EME PRODUCTIONS NO. 1 PTY LIMITED
EME PRODUCTIONS NO. 5 PTY LIMITED
ESSENTIAL 11 TELEVISION, LLC
ESSENTIAL FILM & TV PTY LTD
ESSENTIAL MEDIA HOLDINGS PTY LIMITED
ESSENTIAL QUAIL TELEVISION, LLC
FIREWORKS ACQUISITION LIMITED
FLIPNMOVE PRODUCTIONS
FRANTIC FILMS CORPORATION
FRANTIC FILMS LIVE ACTION DEVELOPMENT INC.
FRANTIC MANITOBA PRODUCTIONS INC.
FRANTIC FILMS LIVE ACTION PRODUCTIONS INC.
FRANTIC FILMS ONTARIO INC.
FRANTIC FILMS PRODUCTIONS LIBRARY INC.
FRANTIC FILMS RELEASING INC.
GOURMET FARMER 5 PTY LIMITED
HQQ ACQUISITION PTY LTD
KEW MEDIA GROUP PTY LIMITED
KEW MEDIA GROUP UK HOLDINGS LIMITED
KEW MEDIA GROUP UK LIMITED
KEW MEDIA GROUP US, INC.
MEDIA HEADQUARTERS FILM & TELEVISION INC.
MHQ PRODUCTIONS INC.
MOM AND ME, LLC
NEVER DIE PRODUCTIONS LLC
NEWINCCO 1410 LIMITED
O.K. CORRALES, LLC
OUR HOUSE MEDIA INC.
OUR HOUSE MEDIA RIGHTS LIMITED
PLAN X POST PRODUCTION PTY LIMITED
PLAN Y POST PRODUCTION PTY LIMITED
ROAD TO RICHES PTY LIMITED
SIENNA FILMS DISTRIBUTION INC.
SIENNA FILMS INC.
SIENNA FILMS RIGHTS INC.
TCB MEDIA RIGHTS LTD
THE FEATURE FILM COMPANY LIMITED

[Signatures continued]

[Signature Page to Second Amendment to Guaranty and Security Agreement]

THE GUYS FILM COMPANY, INC.
TIMESHIFTERS HOLDINGS PTY LTD
TIMESHIFTERS PRODUCTION PTY LTD
TOOL TIME LLC
WINCHESTER FILMS, INC.

By:

Nam

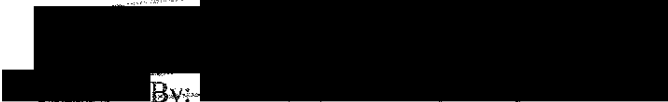
Title: Authorized Signatory

[Signatures continued]

[Signature Page to Second Amendment to Guaranty and Security Agreement]

ADMINISTRATIVE AGENT:

TRUIST BANK,
as successor by merger to SunTrust Bank,
as Administrative Agent

By: 

Name:

Title:

THOMAS DEWLEIGH - GIBBARD
SENIOR VICE PRESIDENT

APPENDIX A

THIRD AMENDMENT
TO
AMENDED AND RESTATED REVOLVING CREDIT AND TERM LOAN
AGREEMENT

THIS THIRD AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT AND TERM LOAN AGREEMENT (this “Amendment”) is entered into as of December 31, 2019, by and among Kew Media Group Inc., a corporation incorporated under the laws of the Province of Ontario (“Parent”), Kew Media International Limited, a company incorporated under the laws of England and Wales formerly known as Content Media Corporation International Limited (“KMIL” and, together with Parent, collectively “Borrowers” and each individually a “Borrower”), the Lenders signatory hereto and Truist Bank, as successor by merger to SunTrust Bank, as Administrative Agent.

RECITALS

A. Borrowers, Lenders and Administrative Agent have entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of July 23, 2018, as amended to date (as so amended and as the same may be further amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, collectively, the “Agreement”), pursuant to which, among other things, Administrative Agent and Lenders agreed to provide certain financial accommodations to or for the benefit of Borrowers upon the terms and conditions set forth therein. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Agreement.

B. Events of Default have occurred and are continuing under (1) Section 8.1(c) of the Agreement as a result of material overstatements of the Borrowing Base reflected in Borrowing Base Certificates previously delivered to Administrative Agent under the Agreement (including the most recent Borrowing Base Certificate required to be so delivered) as notified by Borrowers to Administrative Agent, which overstatements reflect that the Total Credit Exposure exceeded and continues to exceed the Borrowing Base (each such excess amount, an “Overadvance”), and (2) Section 8.1(a) of the Agreement as a result of the failure of Borrowers to immediately repay the Loans in an amount equal to the Overadvance reflected in each such overstated Borrowing Base Certificate (including the most recent such Borrowing Base Certificate) as required by Section 2.10(d) of the Agreement (collectively, the “Applicable Defaults”).

C. Notwithstanding the occurrence and continuance of the Applicable Defaults, Borrowers have requested that Administrative Agent and Lenders (1) fund certain non-revolving Loans for use by Borrowers for the purposes set forth herein and (2) make certain other amendments to the Agreement, and Administrative Agent and Lenders are willing to do so subject to the terms and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the continued performance by each of the parties hereto of their respective promises and obligations under the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Ratification and Incorporation of Agreement and other Loan Documents. Except as expressly modified under this Amendment, (a) each Borrower hereby acknowledges, confirms and ratifies all of the terms and conditions set forth in, and all of its obligations under, the Agreement and the other Loan Documents, and (b) all of the terms and conditions set forth in the Agreement and the other Loan Documents are incorporated herein by this reference as if set forth in full herein.

2. Amendments to Agreement and other Loan Documents. The Agreement is hereby amended as follows:

a. The definition of “Excluded Subsidiary” in Section 1.1 of the Agreement is hereby amended and restated in its entirety as follows:

“Excluded Subsidiary” shall mean, collectively, and as of any date of determination: (a) each Excluded SPV (but only if a consent to the joinder of such Excluded SPV as a Loan Party pursuant to the Third Amendment to Agreement from the financier(s) under the SPV Financing Facility provided to such Excluded SPV shall not have been obtained); (b) each Subsidiary (excluding any Subsidiary that constitutes a Loan Party immediately prior to such date) with respect to which a consent to the joinder of such Subsidiary as a Loan Party pursuant to the Third Amendment to Agreement from any third party is required that has not been obtained, waived or rendered ineffective pursuant to applicable law and then only for so long as such consent shall not have been so obtained, waived or rendered ineffective; and (c) each Excluded Essential Subsidiary.

b. Section 1.1 of the Agreement is hereby further amended by adding the following definitions thereto in appropriate alphabetical order:

“Operating Budget” shall have the meaning ascribed to such term in the Third Amendment to Agreement.

“Priority Loan Maturity Date” shall mean the date 90 days following the Third Amendment Effective Date.

“Priority Loans” shall have the meaning ascribed to such term in the Third Amendment to Agreement.

“Priority Loans Cap” shall mean \$5,000,000; provided, that \$3,055,000 of such amount shall be held back and shall only be made available by Lenders to Borrowers on such terms and conditions as Lenders shall agree in their sole and absolute discretion.

“Third Amendment Effective Date” shall mean the “Amendment Effective Date” under and as defined in the Third Amendment to Agreement.

“Third Amendment to Agreement” shall mean that certain Third Amendment to Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 31, 2019, by and among Borrowers, the Lenders signatory thereto and Administrative Agent.

c. Notwithstanding any contrary term or provision set forth in the Agreement, including, without limitation, Section 3.3 of the Agreement, at the request of, and as an accommodation to, Borrowers, the Lenders hereby agree to fund Loans to or on behalf of and in accordance with the disbursement instructions of Borrowers (with any amounts to be funded to Borrowers to be credited to an operating account maintained by KMIL with Administrative Agent and subject to a Control Account Agreement) on a non-revolving basis (such Loans, collectively, the “Priority Loans”) in an aggregate principal amount not to exceed the Priority Loans Cap for use by Borrowers solely in accordance with and pursuant to that certain operating budget prepared by Borrowers and approved by Administrative Agent and Lenders attached hereto as Appendix A (the “Operating Budget”), in each case so long as no Default or Event of Default other than the Applicable Defaults shall have occurred and be continuing at the time of and immediately after giving effect to any such Borrowing. The Priority Loans may not be reborrowed. The aggregate outstanding principal amount of all Priority Loans and all accrued and unpaid interest thereon shall be immediately due and payable in full in cash on the Priority Loan Maturity Date unless sooner paid in full in cash. The willingness of Lenders to make such Priority Loans or any subsequent Loans shall not constitute or be deemed to constitute (i) a waiver of any Default or Event of Default or a custom or course of dealing or conduct between Administrative Agent or any other Secured Party, on the one hand, and any Loan Party on the other hand, or (ii) an agreement or commitment on the part of Administrative Agent or any Lender (A) to make any additional Loans or (B) to grant any further or additional accommodations to or for the benefit of Borrowers or any other Loan Party, and Administrative Agent and each Lender hereby expressly reserves all of its rights and remedies under the Agreement and the other Loan Documents, at law or in equity.

d. Notwithstanding any contrary term or provision set forth in the Agreement, including, without limitation, Section 2.11 of the Agreement, Borrowers shall pay interest in kind on the Priority Loans at a rate per annum equal to 8.0% payable monthly in arrears on the last day of each month and on the Priority Loan Maturity Date.

e. Notwithstanding any contrary term or provision set forth in the Agreement, including, without limitation, Sections 2.19(b) and 8.2 of the Agreement, all interest and principal in respect of the Priority Loans shall be repaid to the Lenders funding such Priority Loans pro rata based on their respective pro rata shares thereof before any payments of interest or principal on any other Loans (or LC Disbursements) are repaid to the Lenders under the Agreement in accordance with such Sections or otherwise, by providing, among other things, for the repayment of all such interest and principal in respect of the Priority Loans immediately prior to (i) the third tier in the waterfall set forth in Section 2.19(b) of the Agreement and (ii) the fourth tier in the waterfall set forth in Section 8.2 of the Agreement.

3. Conditions to Effectiveness. The effectiveness of this Amendment is subject to satisfaction of each of the following conditions precedent (the date upon which all such conditions precedent shall have been satisfied, the “Amendment Effective Date”):

- a. Administrative Agent shall have received (i) a copy of this Amendment duly executed and delivered by each Borrower and Lenders and (ii) a copy of the Second Amendment to Guaranty and Security Agreement in the form attached hereto as Exhibit A duly executed and delivered by each Grantor;
- b. the representations and warranties of Borrowers contained in Section 6 below shall be true and correct;
- c. the joinder of all Excluded Subsidiaries (other than any Excluded Essential Subsidiary, any Excluded SPV with respect to which any required consent from the financier(s) under the SPV Financing Facility to such Excluded SPV to such joinder shall not have been obtained and any other Excluded Subsidiary with respect to which any required consent to the joinder of such Excluded Subsidiary shall not have been obtained) to the Agreement and the applicable Collateral Documents pursuant to those joinder documents set forth on the Confidential Document Checklist attached hereto as Exhibit B (the “Amendment Checklist”) and the receipt by Administrative Agent of all other documents set forth thereon, in each case that are required to be delivered by Borrowers at closing of this Amendment;
- d. Administrative Agent shall have received payment of all fees, expenses and other amounts due and payable to Administrative Agent under the Agreement prior to the date hereof, including the fees, charges and disbursements of Administrative Agent’s outside counsel and advisors;
- e. Administrative Agent shall have received copies of all directors’ and officers’ liability insurance policies maintained by any Loan Party; and
- f. no Default or Event of Default shall have occurred and be continuing as of the date hereof (other than the Applicable Defaults).

4. Conditions Subsequent.

- a. Borrowers shall deliver to Administrative Agent and each Lender weekly cash reports as requested by Administrative Agent and in form and substance satisfactory to Administrative Agent, including cash receipts and disbursements reports and budget to actual variance reports against the Operating Budget.
- b. Borrowers shall deliver to Administrative Agent and each Lender updates to each of Schedules 4.14, 4.15, 4.19 and 4.24, in each case reflecting any additional information required to be set forth therein since the joinder of Gourmet Farmer 5 Pty Limited on or about May 21, 2019, and after giving effect to any Excluded Subsidiaries joined as a Loan Party pursuant to this Amendment, within five Business Days following the Amendment Effective Date (or such later date as may be agreed by

Administrative Agent in its sole discretion), which Borrowers hereby represent and warrant to Administrative Agent and Lenders will be true and correct as of the date of delivery thereof.

c. Borrowers shall deliver to Administrative Agent those joinder documents set forth on the Amendment Checklist that are required to be delivered by Borrowers on a post-closing basis (including any schedules to any joinder documents not delivered pursuant to Section 3.c. above) within five Business Days following the Amendment Effective Date (or such later date as may be agreed by Administrative Agent in its sole discretion).

d. Borrowers shall deliver to Administrative Agent Laboratory Pledgeholder Agreements or Laboratory Access Letters, as applicable, covering any Items of Product not covered by an existing Laboratory Pledgeholder Agreement or Laboratory Access Letter, and any additional Collateral Documents required to further evidence or perfect the Lien of Administrative Agent in any Collateral identified in any of the updates to the Schedules to be delivered pursuant to Section 4.b above (including, without limitation, any Copyright Security Agreement Supplements), in each case within five Business Days following the Amendment Effective Date (or such later date as may be agreed by Administrative Agent in its sole discretion).

If any of the foregoing conditions subsequent has not been satisfied by the due date therefor, then such failure shall constitute an immediate Event of Default.

5. Entire Agreement. This Amendment, together with the Agreement and the other Loan Documents, is the entire agreement between the parties hereto with respect to the subject matter hereof. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the Agreement and the other Loan Documents shall remain in full force and effect.

6. Representations and Warranties. Each Borrower hereby represents and warrants that the representations and warranties contained in the Agreement were true and correct in all material respects when made and, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, are true and correct in all material respects as of the date hereof. Each Borrower hereby further represents and warrants that (a) the execution, delivery and performance by such Borrower of this Amendment are within its organizational powers and have been duly authorized by all necessary organizational action and, if required, shareholder, partner or member action, (b) this Amendment has been duly executed and delivered by such Borrower and constitutes a valid and binding obligation of such Borrower, enforceable against such Borrower in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, and (c) the execution, delivery and performance by such Borrower of this Amendment (i) does not require any consent or approval of, registration or filing with, or any action by, any

Governmental Authority, except those as have been obtained or made and are in full force and effect, (ii) will not violate any Requirement of Law applicable to such Borrower or any of its Subsidiaries or any judgment, order or ruling of any Governmental Authority, (iii) will not violate or result in a default under any Contractual Obligation of such Borrower or any of its Subsidiaries or any of its assets or give rise to a right thereunder to require any payment to be made by such Borrower or any of its Subsidiaries and (iv) will not result in the creation or imposition of any Lien on any asset of such Borrower or any of its Subsidiaries, except Liens (if any) created under the Loan Documents.

7. Miscellaneous.

a. Counterparts. This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

b. Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment, and are not to be taken into consideration in interpreting this Amendment.

c. Governing Law. This Amendment and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of New York.

d. Effect. Upon the effectiveness of this Amendment, from and after the date hereof, each reference in the Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import shall mean and be a reference to the Agreement as amended hereby and each reference in the other Loan Documents to the Agreement, “thereunder,” “thereof,” or words of like import shall mean and be a reference to the Agreement as amended hereby.

e. No Waiver or Representation as to Additional Accommodations. In agreeing to make the amendments set forth herein, none of Administrative Agent or any other Secured Party makes any representation whatsoever that it will make any further or additional accommodations to or for the benefit of any Grantor. Except as expressly provided in Section 2 of this Amendment, the execution, delivery, and effectiveness of this Amendment shall not (i) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of Administrative Agent or any other Secured Party under the Agreement or any other Loan Document, (ii) impose any obligation on Administrative Agent or any other Secured Party to defer the enforcement of its powers, rights and privileges under the Agreement or any other Loan Document, (iii) constitute a waiver of any provision in the Agreement or in any of the other Loan Documents, or (iv) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants,

or agreements contained in the Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

f. Conflict of Terms. In the event of any inconsistency between the provisions of this Amendment and any provision of the Agreement, the terms and provisions of this Amendment shall govern and control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

KEW MEDIA GROUP INC.,
as a Borrower

By: _____
Name: _____
Title: _____

KEW MEDIA INTERNATIONAL LIMITED,
as a Borrower

By: _____
Name: _____
Title: _____

TRUIST BANK,
as successor by merger to SunTrust Bank,
as Administrative Agent, as Issuing Bank and
as a Lender

By: _____
Name: _____
Title: _____

BANK OF MONTREAL, as a Lender

By: _____
Name: _____
Title: _____

THE TORONTO-DOMINION BANK, as a Lender

By: _____
Name: _____
Title: _____