



**Registration of a Charge**

Company Name: **HAT TRICK INTERNATIONAL LIMITED**

Company Number: **03550867**



Received for filing in Electronic Format on the: **24/04/2023**

XC2429LL

**Details of Charge**

Date of creation: **17/04/2023**

Charge code: **0355 0867 0007**

Persons entitled: **COUTTS & COMPANY**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SAM HILL**



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

Company number: 3550867

Charge code: 0355 0867 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th April 2023 and created by HAT TRICK INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th April 2023 .

Given at Companies House, Cardiff on 24th April 2023

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**

EXECUTION COPY

DATED 17 APRIL 2023

(1) HAT TRICK INTERNATIONAL LIMITED

(2) COUTTS & COMPANY

**CHARGE AND DEED OF ASSIGNMENT RELATING TO THE SECOND SERIES OF  
THE TELEVISION PROGRAMME PROVISIONALLY ENTITLED "DI RAY"**

**ReedSmith**

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## CHARGE AND DEED OF ASSIGNMENT

dated 17<sup>th</sup> April 2023

BETWEEN

(1) **HAT TRICK INTERNATIONAL LIMITED** (the '**Chargor**') (Company No. 03550867), a company incorporated under the laws of England and Wales whose registered office is at 7 Savoy Court, London, United Kingdom WC2R 0EX (attention: Paul Cohen; email: [REDACTED]);

(2) **COUTTS & COMPANY** (the '**Chargee**') of 440 Strand, London WC2R 0QS (Attention: David Campbell and Judith Chan; email: [REDACTED])

## RECITALS

- A. The Borrower is producing the Series and the Chargor is acting as distributor for the same.
- B. Pursuant to the Loan Agreement, the Chargee has agreed to make available a loan facility to the Borrower.
- C. To induce the Chargee to make available the Facility, the Chargor has entered into the Interparty Agreement and agreed to execute this Charge and Deed of Assignment. The Chargor has determined that it is in its best interests to do so.

## OPERATIVE PROVISIONS

### 1. Interpretation

- 1. In this Charge and Deed of Assignment capitalised terms shall have the meanings set out in Schedule 1 and in the list of parties above (as applicable).
- 2. In this Charge and Deed of Assignment
  - 1.2.1 any reference to the parties includes a reference to their respective successors in title and permitted assigns;
  - 1.2.2 any reference to a person includes any body corporate, unincorporated association, partnership or other legal entity;
  - 1.2.3 the singular includes the plural and vice versa;
  - 1.2.4 words imparting gender include the other gender;
  - 1.2.5 Clause headings are for convenience only, and shall not be taken into account in the construction or interpretation of this Charge and Deed of Assignment;
  - 1.2.6 references to a "Clause" are references to a clause of this Charge and Deed of Assignment;
  - 1.2.7 any references to an agreement, deed, instrument or document is to the same as amended, modified, supplemented or restated from time to time;
  - 1.2.8 references to "copyright", "films", "sound recordings", "copies of films and sound recordings" and to all other rights therein mentioned shall (where the context requires or admits) be construed in accordance with the Copyright, Designs and Patents Act, 1988 (as amended);
  - 1.2.9 the covenants implied by Sections 2(1) and 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the assignment hereby created provided that the operation of such covenants shall be extended by the omission of the words following "third parties" in Section 3(1)(b); and

1.2.10 notwithstanding the foregoing, wherever in this Charge and Deed of Assignment the word "Series" is used and the soundtrack is not expressly referred to, such word shall be deemed and construed to include the soundtrack of the Series.

## **2. Consideration**

This Charge and Deed of Assignment is executed in consideration of the Chargee agreeing to make available the Facility to the Chargor, which the Chargor acknowledges is of benefit to the Chargor as it enables the Series to be financed and the Borrower to complete and deliver the Series to the Chargor.

## **3. Covenant to pay**

The Chargor hereby covenants with the Chargee that it will duly and punctually perform, pay and discharge the Secured Liabilities as and when they fall due.

## **4. Charges**

4.1 The Chargor, as owner with full title guarantee and as security for the payment, satisfaction and discharge of the Secured Liabilities, charges in favour of the Chargee (subject only to the Chargee's obligation to release specified in Clause 23.1.1) by way of first fixed charge, all of the Chargor's right, title and interest (whether now owned or hereafter acquired or created, whether vested or contingent, statutory or otherwise and wherever subsisting throughout the world) in and to the following:

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

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

4.1.3 the benefit of all revenues accruing to the Chargor or the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of any of the Rights; and

4.1.4 the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing) to the extent that the same are not validly assigned by way of security pursuant to Clause 5; and

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

4.1.6 the proceeds of any or all of the foregoing.

4.2 The Chargor, as owner with full title guarantee and as security for the payment, satisfaction and discharge of the Secured Liabilities, charges in favour of the Chargee by way of first floating charge, any assets expressed to be charged or assigned pursuant to Clauses 4.1 and 5 to the extent the same are not for the time being effectively charged by way of first fixed charge or effectively assigned (whether at law or in equity) by way of security to the Chargee).

## **5. Assignment and trust**

5.1 The Chargor, as owner with full title guarantee and as security for the payment, satisfaction and discharge of the Secured Liabilities, hereby grants and assigns (and where such assignment is of copyright, by way of present assignment of present and future copyright) and agrees to assign absolutely to the Chargee (subject only to the right of re-assignment in favour of the Chargor specified in Clause 23.1.2), all of the Chargor's right, title and interest (whether now owned or hereafter acquired or created, whether vested or contingent, statutory or otherwise and wherever subsisting throughout the world) in and to the following:

5.1.1 the Rights; and

5.1.2 the benefit of all revenues accruing to the Chargor or to the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Series and/or any of the Rights; and

5.1.3 the benefit of the agreements entered into or to be entered into by the Chargor relating to the Series (including the Relevant Agreements) with all rights granted and all monies receivable thereunder and any interest thereon and the benefit of all subsisting undertakings, warranties, representations, covenants, agreements and acknowledgements therein contained; and

5.1.4 the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing); and

5.1.5 the proceeds of any or all of the foregoing.

5.2 The Chargor shall hold on trust for the Chargee (which trust the Chargor hereby declares) the Chargor's entire interest and benefit in and to the Collateral or any part of the Collateral which cannot be charged or assigned by the Chargor together with all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral.

## **6. Warranties and negative pledge**

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

6.2 The Chargor hereby warrants and undertakes with the Chargee that:

6.1.1 it is or will be absolutely entitled to the those properties (subject to the Security Agreements) and to the benefit of the agreements (subject to the terms of such agreements) referred to in Clauses 4 and 5 (as applicable; and

6.1.2 it has full power, right and title to assign and/or charge the Collateral; and

6.1.3 it has taken all action necessary to authorise the execution, performance and delivery of this Charge and Deed of Assignment.

## **7. Licence**

7.1 The Chargee hereby grants to the Chargor an exclusive licence of all relevant assets subject to the security created under or pursuant to this Charge and Deed of Assignment throughout the world, revocable only in accordance with Clause 7.2, to distribute and exploit the Series in accordance with the Distribution Agreement.

7.2 The Chargee may terminate the licence granted pursuant to Clause 7.1 upon the happening of an Event of Default which (if capable of being cured) has not been cured in accordance with any cure periods in the Loan Agreement after notice thereof to the Chargor.

## **8. Default**

On the happening of any Event of Default (if not capable of being cured) which has not been cured within any cure periods provided in the Loan Agreement or at any time thereafter, the floating charge created by Clause 4.2 shall automatically be converted with immediate effect into a fixed charge, the security hereby created shall become enforceable.

## **9. Exercise of rights**

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

9.1.1 without prejudice to any other powers the Chargee may have by law, exercise all of the powers set out in the Law of Property Act 1925 and in Schedule 1 to the Insolvency Act 1986 and any other powers the Chargee may have by law and, in addition, all of the powers set out in Clause 0; and

## EXECUTION COPY

9.1.2 in writing appoint a Receiver over the whole or any part of the Collateral upon customary terms as to remuneration or such reasonable variation thereof and otherwise as the Chargee shall think fit and may from time to time remove any Receiver so appointed and appoint another in his stead; and

9.1.3 appoint an administrator of the Chargor.

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

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

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

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

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

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

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

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

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

9.2.9 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do; and

9.2.10 to exercise all such other power and authority in relation to the Collateral as the Chargee shall think fit and so that the Chargee may in relation to all or any part of the Collateral exercise and confer any powers and authorities which it could exercise and confer if it were the absolute beneficial owner of the Collateral and to use the name of the Chargor for any such purposes,

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

9.3 In addition, but without prejudice, to the foregoing remedies if the security hereby created shall become enforceable the Chargee shall (without prejudice to the statutory power of sale conferred by the Law of Property Act 1925 which is applicable to this Charge and Deed of Assignment) be entitled to sell the Collateral or any part or parts of the Collateral or otherwise exploit or turn to account the Collateral for such price and in such manner as the Chargee in its absolute discretion may think fit, without notice to the Chargor or any other formality, all of which are hereby waived by the Chargor. The Chargee shall be entitled to repayment of all costs and charges in connection therewith including all costs fees and charges it may incur as a consequence of the enforcement of any provisions of this Charge and Deed of Assignment.

9.4 The restrictions contained in sections 93, 103 and 109 of the Law of Property Act 1925 shall not apply to the security hereby created.

9.5 The Chargee or the Receiver may enforce the security created by this Charge and Deed of Assignment in any order which the Chargee or the Receiver in their or its absolute discretion think(s) fit.

9.6 The Chargee may appoint more than one Receiver and in such event any reference in this Charge and Deed of Assignment to a Receiver shall apply to both or all of the Receivers so appointed and the appointment of Receivers so made shall be deemed to be a joint and several appointment and so that the rights, powers, duties and discretion vested in the Receivers so appointed may be exercised by them all jointly or severally by each of them.

9.7 The Chargee shall not nor shall the Receiver by reason of the Chargee or the Receiver entering into possession of the Collateral or any part of the Collateral be liable to account as mortgagee in possession or for any default or omission of any nature whatsoever for which a mortgagee in possession might be liable, or be liable for any loss or damage occasioned by or upon realisation or diminution in value happening in or about the exercise of any power conferred hereby or by statute and no Chargor shall 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. The Chargee and the Receiver shall be entitled to all the rights, powers, privileges and immunities conferred by statute on mortgagees and receivers.

9.8 If the Chargor shall without the express written agreement of the Chargee thereto create or permit to arise or subsist any encumbrance (other than the Security Interests) affecting the Collateral of which the Chargee shall receive notice, actual or constructive, the Chargee may open a new account for the Chargor in respect of the Series and if the Chargee does not in fact open such new account it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Chargee shall be credited or be treated as having been credited to the new account, and such payments shall not operate to reduce the amount due from the Chargor to the Chargee at the said time until such payments may be indefeasibly so applied by the Chargee (but this Clause shall not prejudice any security which apart from this Clause the Chargee would have had but for the discharge by the Chargor of liabilities or obligations incurred after that time).

9.9 The Chargee may at any time without prior notice transfer, where the Chargee has more than one account for the Chargor in its books, all or any part of any balance standing to the credit of any such account to any other such account which may be in debt, combine and consolidate all or any of the accounts for the time being of the Chargor with the Chargee and/or in any event set off any monies or other assets which the Chargee may at any time hold for the account of the Chargor against the Chargor's liability under this Charge and Deed of Assignment and without prejudice to any other right of set-off or similar right to which the Chargee may be entitled in law.

9.10 All moneys received, recovered or realised by the Chargee under this Charge and Deed of Assignment may at the sole discretion of the Chargee be credited by the Chargee to any suspense or impersonal account pending the application from time to time of such moneys and accrued interest thereon at the rate if any agreed in writing between the Chargor and the Chargee from time to time (as the Chargee shall be entitled to do in their discretion) in or towards the payment of the Secured Liabilities.

9.11 The proceeds of any Collateral obtained or disposed of pursuant to this Charge and Deed of Assignment shall be applied as follows:

first, in payment of any and all expenses and fees (including, but not limited to, reasonable solicitor's fees) incurred by the Chargee in obtaining, taking possession of, removing, insuring, storing and disposing of the Collateral and any and all amounts incurred by the Chargee in connection therewith (including without limitation in connection with any proceedings brought in connection with any administration of the Chargor);

secondly, in payment and discharge of the Secured Liabilities; and

thirdly, any surplus then remaining shall be paid to, or to the order of, the Chargor.

## **10. Indemnity and interest**

10.1 The Chargor indemnifies the Chargee, the Receiver and any administrator appointed by the Chargee in respect of, and agrees to keep the Chargee, the Receiver and any administrator appointed by the Chargee indemnified from and against, all liabilities and expenses (including, but not limited to, reasonable solicitor's fees)



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

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

## **11. Warranties, representations and covenants**

11.1 The Chargor hereby covenants and undertakes with the Chargee that it will comply at all times with the terms (express or implied) of this Charge and Deed of Assignment and further covenants and undertakes that it shall so long as the Secured Liabilities have not been indefeasibly paid, satisfied or discharged (as applicable) to the Chargee:

11.1.1 remain liable under the contracts and agreements (including, without limitation, all Relevant Agreements to which it is a party) charged or assigned or to be charged or assigned hereunder to perform all the obligations assumed by it thereunder and the Chargee shall not be under any obligations or liability under or in respect of any of such contracts and agreements;

11.1.2 not require the Chargee to enforce any term of any of the said contracts and agreements against any party (it being acknowledged that in no circumstances shall the Chargee have any obligation so to enforce);

11.1.3 duly perform its obligations under the said agreements, notify the Chargee of any material default by itself and institute and maintain all such proceedings (subject to the terms of this Charge and Deed of Assignment) as may be necessary or expedient to preserve or protect the interest of the Chargee and itself in the said agreements;

11.1.4 not exercise any right or power conferred on it by or available to it under the said agreements (including, without limitation, the right of termination) if to do so might adversely affect the position of the Chargee unless and until requested to do so by the Chargee. Thereupon it will exercise such right or power as the Chargee may direct;

11.1.5 not accept or make any claim that the said agreements have been frustrated or have ceased to be in full force if to do so might adversely affect the position of the Chargee;

11.1.6 not assign or otherwise dispose of any of its rights under the said agreements save pursuant to the Security Agreements

11.1.7 do all such things as are necessary to maintain its corporate existence in good standing (including without limitation the filing of all necessary returns);

11.1.8 not without prior consent of the Chargee to sell, transfer, dispose of or part with possession or control of or attempt to sell, transfer or dispose of the Collateral or any part of it or any interest in it; and

11.1.9 upon the request of the Chargee give written notice (in such form and to such persons as the Chargee may require) as is necessary to perfect the security hereby created.

## **12. Nature of security**

Subject to Clause 23, this Charge and Deed of Assignment shall be a continuing security to the Chargee notwithstanding any settlement of account or other act, omission, matter or thing whatsoever which but for this provision might operate to release or otherwise exonerate the Chargor from its obligations hereunder or affect such obligations or release or diminish the security conferred hereunder. Such security is in addition to, and shall not be merged into, or in any way prejudice any other security interest, charge document or right which the Chargee may

now or at any time hereafter hold or have as regards the Chargor or any other person firm or corporation in respect of the Collateral and shall not in any way be prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any rights which it now or hereafter has or by the Chargee giving time for payment or indulgence or compounding with any other person liable and this security shall remain in full force and effect as a continuing security unless and until the Chargee shall release and discharge this Charge and Deed of Assignment in accordance with Clause 23. The rights granted to the Chargee hereunder are in addition to, and in no way limit or restrict, the rights granted to the Chargee in the Prior Distributor Charges, the Interparty Agreement or any other agreement. The exercise by the Chargee of its rights under this Charge and Deed of Assignment shall in no way affect or be in substitution for such other legal or equitable rights and remedies as the Chargee may have against the Chargor or any third party.

### **13. Grant of time or indulgence**

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

### **14. Protection of third parties**

14.1 No purchaser from the Chargee and/or the Receiver or other person dealing with the Chargee and/or the Receiver shall be concerned to enquire whether any of the powers which the Chargee or the Receiver have exercised or purported to exercise have arisen or become exercisable or whether the Secured Liabilities remain outstanding or as to the propriety or validity of the exercise or purported exercise of any such power and the title of a purchaser and the position of such a person shall not be prejudiced by reference to any of those matters.

14.2 The receipt of the Chargee or the Receiver shall be an absolute and conclusive discharge to a purchaser and shall relieve such person of any obligation to see to the application of any sums paid to or by the direction of the Chargee or the Receiver.

### **15. Waivers, remedies cumulative**

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

### **16. Governing law**

This Charge and Deed of Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

### **17. Further assurance**

The Chargor agrees to execute all further documents reasonably required by the Chargee to give effect to or perfect the security hereby created.

**18. Notice of Default**

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

**19. Power of attorney**

19.1 The Chargor hereby irrevocably appoints the Chargee and, if any Receiver or an administrator has been appointed, each of the Chargee, the Receiver and any administrator appointed by the Chargee to be an attorney of it in its name and on its behalf to sign, execute and deliver all deeds and documents and to do all acts and things which the Chargee, the Receiver or an administrator appointed by the Chargee may reasonably require or reasonably deem appropriate for the purpose of exercising any of its powers or for the perfection, protection or realisation of any security hereby constituted. The Chargor hereby acknowledges that such appointment shall be irrevocable (until this Charge and Deed of Assignment is released and reassigned under Clause 23).

19.2 This appointment shall operate as a power of attorney for the purposes of Clause 19.1 only made under Section 10 of the Powers of Attorney Act 1971 such appointment constituting a power coupled with an interest under English law. This power of attorney shall terminate without further notice on the release and discharge of this Charge and Deed of Assignment pursuant to Clause 23.1 but subject to Clause 23.3.

19.3 The Chargor hereby covenants with the Chargee that on request it will ratify and confirm all documents, acts and things and all transactions entered into by the Chargee, the Receiver or an administrator appointed by the Chargee or by the Chargor at the instance of the Chargee, the Receiver or an administrator appointed by the Chargee in the exercise or purported exercise of the aforesaid powers.

**20. Invalidity of any provision**

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

**21. No partnership**

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

**22. Assignment**

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

**23. Release and reassignment**

23.1 Upon unconditional and indefeasible payment, satisfaction and discharge to the Chargee of the Secured Liabilities in full, the Chargee will, at the written request of the Chargor and at the expense of the Chargor:

23.1.1 release the Collateral charged pursuant to Clause 4;

23.1.2 re-assign to the Chargor or any third party continuing to have a security interest in the Collateral, the Collateral assigned pursuant to Clause 4.2 (but not any sums by then paid to the Chargee and retained to satisfy the Secured Liabilities in respect thereof); and

23.1.3 execute such documents and do such things as the Chargor shall reasonably require to give effect to Clauses 23.1.1 and 23.1.2.

23.2 Where any release and discharge (whether in respect of the Secured Liabilities or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, liquidation or otherwise, the security constituted by this Charge and Deed of Assignment (and the liability of the Chargor in respect thereof) shall continue or shall be reinstated as if there had

been no such discharge or arrangement. The Chargee shall be entitled to concede or compromise any claim that any such payment, security or other disposition is liable to avoidance or repayment.

23.3 The release and reassignment made pursuant to Clause 23.1 is made subject to the Distributor Prior Charges. Nothing contained herein shall be deemed a release or variation of any of the Distributor Prior Charges or a waiver of any of the Chargor's rights under them or otherwise affect the Distributor Prior Charges in any way whatsoever.

#### **24. Notices**

Clause 9 of the Interparty Agreement shall apply to any notice or other information required or authorised by this Charge and Deed of Assignment to be given by either party;

#### **25. Counterparts**

This Charge and Deed of Assignment may be entered into in any number of counterparts each of which when so executed and delivered shall be an original.

**SCHEDULE 1: DEFINITIONS**

| <i>Term</i>                      | <i>Meaning</i>  |
|----------------------------------|---|
| <b>Accounts</b>                  | any and all bank accounts opened by the Chargor into which any moneys paid to the Chargor by Anton are received prior to the satisfaction of the Secured Liabilities  |
| <b>Anton</b>                     | Anton Corp Limited, a company incorporated in England & Wales   |
| <b>Anton Agreement</b>           | the co-financing agreement dated on or before the date of this Agreement between Anton and the Chargor  |
| <b>Anton Charge</b>              | the Charge and Deed of Assignment entered into on or about the date hereof between Anton and the Chargor and the Charge and Deed of Assignment between Anton Capital Entertainment S.C.A and the Chargor dated 24 <sup>th</sup> September 2021 in relation to the first series of "DI Ray"  |
| <b>Anton Funding</b>             | all amounts from time to time payable to the Chargor by Anton pursuant to the Anton Agreement   |
| <b>Approved Scripts</b>          | final scripts on which the Series is to be based primarily (or entirely) written by Maya Sondhi and Sarah Deane   |
| <b>Borrower</b>                  | HTM (DI Ray) Limited, a company incorporated under the laws of England and Wales, with company registration number 13199049   |
| <b>Collateral</b>                | the Chargor's right, title and interest in and to the property charged pursuant to Clauses 4.1 and 4.2 and the property assigned pursuant to Clause 5   |
| <b>Distribution Agreement</b>    | the distribution agreement relating to the Series dated on or before the date of this Charge and Deed of Assignment between the Chargor and the Borrower  |
| <b>Distributor Prior Charges</b> | The outstanding charges granted by the Chargor in favour of the Chargee that are registered at Companies House and dated 30 <sup>th</sup> July 2019 and (in relation to the first series of "DI Ray") 24 <sup>th</sup> September 2021   |
| <b>Event of Default</b>          | the meaning set out in Schedule 2   |
| <b>Facility</b>                  | the loan facility to be made available by the Chargee to the Borrower in accordance with the terms of the Loan Agreement  |
| <b>Interparty Agreement</b>      | the Interparty Agreement between the Chargee, the Chargor, Anton, Anton Capital Entertainment S.C.A , HTM Television Limited and the Borrower relating to the Series dated on or about the date of this Charge and Deed of Assignment   |
| <b>Loan Agreement</b>            | the loan agreement dated on or about the date of this Charge and Deed of Assignment between the Borrower and the Chargee in relation to the Series, pursuant to which the Chargee agreed to make available certain funds to the Borrower in connection with the production of the Series  |
| <b>Rate</b>                      | the interest rate set out in clause 5.2 of the Loan Agreement   |
| <b>Receiver</b>                  | a receiver or administrative receiver (where such an administrative receiver may be appointed) of the Collateral  |
| <b>Relevant Agreements</b>       | this Charge and Deed of Assignment, the Interparty Agreement, the Distribution Agreement, the Anton Agreement, and any other agreements in connection with the Series to which the Chargor is a party, whether entered into or assigned to the Chargor now or in the future   |
| <b>Relevant Parties</b>          | the Chargor and Anton   |
| <b>Rights</b>                    | all rights granted, licensed or assigned to the Chargor pursuant to the Distribution Agreement  |
| <b>Secured Liabilities</b>       | all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee by the Chargor whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor) pursuant to the Interparty Agreement |
| <b>Security Agreements</b>       | this Charge and Deed of Assignment, the Anton Charge, and the Distributor Prior Charge  |

|                           |  |
|---------------------------|--|
| <b>Security Interests</b> | the security interests granted pursuant to the Security Agreements   |
| <b>Series</b>             | the second series of the television programme currently "DI Ray" to be based on the Approved Scripts, comprising six episodes, each having a slot length of approximately 60 minutes' duration |



## SCHEDULE 2: EVENTS OF DEFAULT

Each of the events set out below is an Event of Default (whether or not caused by any reason whatsoever outside the control of the Chargor or any other person):

1. Insolvency and related events

- (a) either of the Relevant Parties becoming insolvent;
- (b) either of the Relevant Parties being unable, deemed unable or admitting in writing its inability to meet its respective debts as they fall due;
- (c) either of the Relevant Parties making an assignment for the benefit of creditors or to an agent authorised to liquidate any substantial amount of its properties or assets;
- (d) a liquidator, administrator (whether appointed pursuant to the Enterprise Act 2002 or otherwise) receiver, trustee, sequestrator or similar officer being appointed in respect of all or any of the assets of either Relevant Party or any legal procedure is commenced or other steps taken with a view to the appointment of any such aforementioned officer;
- (e) either of the Relevant Parties having instituted against it any proceedings for relief under any bankruptcy law or any law for the relief of debtors or having entered against it any order or judgment decreeing its dissolution or division;
- (f) a meeting of creditors being convened or any composition or arrangement for the benefit of creditors being proposed or entered into relating to either of the Relevant Parties;
- (g) a petition being presented for the purpose of considering a resolution for the liquidation (except, and subject to the Chargee's prior written consent as aforesaid, in the event of bona fide company reorganisation or amalgamation) of either of the Relevant Parties;
- (h) the Chargee becoming aware of any circumstances which lead the Chargee acting reasonably and in good faith to believe that a petition for an administration order under Section 9 of the Insolvency Act 1986 may be presented to the Court in respect of either of the Relevant Parties and the Chargee being satisfied that either of the Relevant Parties is or may become unable to pay its debts (within the meaning given to that expression in Section 123 of that Act) or such a petition being so presented;
- (i) similar proceedings being taken for the winding up, bankruptcy or dissolution of either of the Relevant Parties
- (j) any bankruptcy, insolvency or similar proceedings are commenced against either of the Relevant Parties, including any case being commenced under the United States bankruptcy Code;
- (k) any event analogous to those described in paragraphs 1(a) to (i) inclusive occurring in any jurisdiction;

2. Ceasing to carry on business

either of the Relevant Parties ceasing or threatening to cease to carry on business or the existence of the Borrower being terminated without the Chargee's prior written consent;

3. Encumbrances

an encumbrancer taking possession or a trustee or receiver or similar officer being appointed, of the whole or, in the opinion of the Chargee, a material part of the assets or undertaking of either of the Relevant Parties;

4. Distress or execution

a distress or execution being levied or enforced upon or issued against the whole or any part of the property of either of the Relevant Parties which is not paid within 48 hours;

5. Breach of Transaction Agreements

(a) the Chargor breaching any of the terms, conditions, representations, warranties or undertakings contained in either of the Transaction Agreements and such breach, in the Chargee's good faith opinion, prejudices or might prejudice the interests of the Chargee under this Charge or the Interparty Agreement

(b) Anton breaching any of the terms, conditions, representations, warranties or undertakings contained in either of the Transaction Agreements and such breach, in the Chargee's good faith opinion, prejudices or might prejudice the interests of the Chargee under this Charge or the Interparty Agreement

(c) any failure by either of the Relevant Parties to make any payment to the Bank due, payable, owing or outstanding pursuant to the Interparty Agreement;

It being acknowledged that in respect of 1-4 above, in the case of Anton, an Event of Default will only have been deemed to have occurred prior to the Anton sums being paid in full under the terms of the Anton Agreement.



**SIGNATURE PAGE TO CHARGE AND DEED OF ASSIGNMENT (1)**

**DULY EXECUTED AND DELIVERED** as a **DEED**  
on behalf of  
**HAT TRICK INTERNATIONAL LIMITED**  
acting by its director

in the presence of

Witness Signature [REDACTED] ..

Name VICEL SMITH ..

Address. [REDACTED] ..

[REDACTED] ..

[REDACTED]

Director (signature)

PAUL COHEN

Director (PRINT NAME)

SIGNATURE PAGE TO CHARGE AND DEED OF ASSIGNMENT (2)

|   |  |
|---|--|
| <p><b>SIGNED</b> for and on behalf of<br/><b>COUTTS &amp; COMPANY</b></p> | <div data-bbox="829 488 1209 551"></div> <p>Authorised signatory (signature)</p> |
|---|--|