



Registration of a Charge

Company Name: **ANTON CORP LIMITED**

Company Number: **06746962**



XBGXQQG0

Received for filing in Electronic Format on the: **17/11/2022**

Details of Charge

Date of creation: **14/11/2022**

Charge code: **0674 6962 0005**

Persons entitled: **MUFG BANK, LTD.**

Brief description:

Contains fixed charge(s).

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: **AKIN GUMP LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6746962

Charge code: 0674 6962 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2022 and created by ANTON CORP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th November 2022 .

Given at Companies House, Cardiff on 21st November 2022

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

OMNIBUS DEED OF CONFIRMATION AND CHARGE

dated

November 14, 2022

between

ANTON CAPITAL ENTERTAINMENT, S.A. (FORMERLY KNOWN AS ANTON
CAPITAL ENTERTAINMENT, S.C.A.)

AND

ACE HOLDINGS, S.À R.L.

AND

ACE US HOLDINGS, S.À R.L.

AND

ANTON CORP LIMITED

AND

ANTON FILM FINANCING S.À R.L.

AND

ANTON MEDIA CONTENT S.C.S.

AS CHARGORS

and

MUFG UNION BANK, N.A.
AS OLD ADMINISTRATIVE AGENT

AND

MUFG BANK, LTD.
as Successor Administrative Agent

Table of Contents

	Page
1. DEFINITIONS AND INTERPRETATION	2
2. RIGHTS OF THE SUCCESSOR ADMINISTRATIVE AGENT.....	5
3. CONFIRMATION	5
4. REPRESENTATIONS AND WARRANTIES.....	5
5. SERVICE OF PROCESS	6
6. FURTHER ASSURANCE	6
7. EXECUTION AS A DEED	9
8. COUNTERPARTS.....	9
9. GOVERNING LAW AND JURISDICTION	10
10. PARTIAL INVALIDITY	10
11. REMEDIES AND WAIVERS.....	10
12. AMENDMENTS AND WAIVERS	10

THIS OMNIBUS DEED OF CONFIRMATION AND CHARGE is dated November 14, 2022 and made between:

- (1) **ANTON CAPITAL ENTERTAINMENT, S.A.**, a public limited liability company (*société anonyme*), incorporated under the laws of Luxembourg, having its registered office at 24, rue Astrid, L-1143 Luxembourg, and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) (“**RCS**”) under number B 161727 (formerly known as **ANTON CAPITAL ENTERTAINMENT, S.C.A.**, a partnership limited by shares (*société en commandite par actions*) formed under the laws of Luxembourg) (“**ACE**”);
- (2) **ACE HOLDINGS, S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, whose registered office is located at 24, rue Astrid, L-1143 Luxembourg, and registered with the RCS under number B 205740 (“**ACE Holdings**”);
- (3) **ACE US HOLDINGS S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, whose registered office is located at 24, rue Astrid, L-1143 Luxembourg, and registered with the RCS under number B 208895 (“**ACE US Holdings**”, together with ACE and ACE Holdings, the “**Chargors**”);
- (4) **ANTON CORP LIMITED**, a private limited liability company incorporated under the laws of England and Wales with company number 06746962 and having its registered office at 4th Floor, 3-4 Hardwick Street, England, EC1R 4RB (“**ACL**”);
- (5) **ANTON FILM FINANCING S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 24, rue Astrid, L-1143 Luxembourg, and registered with the RCS under number B233926 (“**AFF**”);
- (6) **ANTON MEDIA CONTENT S.C.S.**, a common limited partnership (*société en commandite simple*), established under the laws of the Grand Duchy of Luxembourg, having its registered office at 24, rue Astrid, L-1143 Luxembourg, and being in process of registration with the Luxembourg Register of Commerce and Companies, represented by its general partner, **ANTON FILM FINANCING S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, having its registered office at 24, rue Astrid, L - 1143 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B233926 (“**AMC**”, together with ACL, ACE US Holdings, ACE, ACE Holdings and AFF, the “**Chargors**”);
- (7) **MUFG UNION BANK, N.A.**, a national banking association, in its capacity as the previous administrative agent under the Security Documents (the “**Old Administrative Agent**”); and
- (8) **MUFG BANK, LTD.**, a Japanese banking corporation, in its capacity as the successor administrative agent for and on behalf of the Secured Parties (including its successors and assigns from time to time, the “**Successor Administrative Agent**”).

WHEREAS:

- (A) Each Chargor executed its respective Security Agreement with the Old Administrative Agent in connection with the Credit Agreement (each as defined below).
- (B) Pursuant to an Agency Resignation, Appointment, Assumption and Waiver Agreement (as defined below) and in accordance with Section 11.11 of the Credit Agreement, the Old Administrative Agent has resigned as the Administrative Agent and the Successor Administrative Agent has been appointed as the successor Administrative Agent under the Credit Agreement and the other Fundamental Documents.
- (C) Each Chargor enters into this Deed to confirm that, notwithstanding the execution and effectiveness of the Agency Resignation, Appointment, Assumption and Waiver Agreement, the Security granted by each Chargor under its respective Security Agreement remains in full force and effect.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) Defined terms used, but not otherwise defined herein, shall have the meanings ascribed to them in either the Credit Agreement or the Security Documents (as applicable).
- (b) In this Deed, the following terms have the following meanings:

"Agency Resignation, Appointment, Assumption and Waiver Agreement" means the agency resignation, appointment, assumption and waiver agreement dated on or about the date of this Deed and entered into among, *inter alios*, the Old Administrative Agent, the Successor Administrative Agent and the Chargors (in their respective capacities as the Borrower or a Guarantor under the Credit Agreement, as the case may be).

"Credit Agreement" means the amended and restated credit, security, guaranty and pledge agreement dated as of 7 January 2016, among, *inter alios*, the Borrower, the Guarantors party thereto from time to time, the Lenders party thereto from time to time and the Old Administrative Agent, as amended, supplemented or otherwise modified from time to time.

"Continuing Security" means all security created under or pursuant to the Security Documents.

"Party" means a party to this Deed.

"Security Documents" means:

- (i) the English law deed of charge dated 7 January 2016 and entered into by ACE, the General Partner and the Old Administrative Agent (the **"ACE Charge"**);

- (ii) the English law deed of charge dated 6 May 2016 and entered into by ACE Holdings and the Old Administrative Agent (the "**ACE Holdings Charge**");
- (iii) the English law deed of charge dated 28 September 2016 and entered into by ACE US Holdings and the Old Administrative Agent (the "**ACE US Holdings Charge**");
- (iv) the English law charge over shares dated 29 June 2022 and entered into by ACE in favour of the Old Administrative Agent (the "**ACE New Charge**");
- (v) the English law debenture dated 29 June 2022 and entered into by ACL in favour of the Old Administrative Agent (the "**ACL Debenture**");
- (vi) the English law debenture dated 29 June 2022 and entered into by AFF in favour of the Old Administrative Agent (the "**AFF Debenture**"); and
- (vii) the English law debenture dated on or about the date of this Deed and entered into by AMC in favour of the Old Administrative Agent (the "**AMC Debenture**").

"Subscription Agreement" means a Subscription Agreement (as defined in the Investors' Agreement) and any other agreement or instrument between ACE and a person who is or has agreed to become a shareholder of ACE, pursuant to which that person has agreed to (i) subscribe for shares (being ordinary shares, redeemable shares, preferred shares or any other type of similar equity interest) in ACE, (ii) make equity contributions to ACE in the form of share premium, special capital reserve or otherwise or (iii) grant or advance any Profit Sharing Loans (as defined in the Investors' Agreement) or any other kind of loan or financing to ACE.

1.2 Construction

- (a) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a "**Secured Party**", a "**Chargor**", a "**Party**", the "**Successor Administrative Agent**", or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Relevant Documents;
 - (ii) "**assets**" includes present and future properties, revenues and rights of every description;
 - (iii) a "**Relevant Document**" or any other agreement or instrument is a reference to that Relevant Document or other agreement or instrument as amended, novated, supplemented, restated or otherwise modified, renewed, extended or replaced from time to time;

- (iv) a "**guarantee**" means a guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, that obligation is assumed in order to maintain or assist the ability of that person to meet its indebtedness;
 - (v) "**include**", "**includes**" and "**including**" will be construed without limitation;
 - (vi) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
 - (vii) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (viii) "**uncalled capital**" and a "**call on capital**" includes any and all rights of ACE to require, under or pursuant to the terms of the Investors' Agreement, any Subscription Agreement, ACE's corporate constitutional documents, any relevant law or otherwise howsoever, any shareholder of ACE or any person who has agreed to become a shareholder of ACE to (i) subscribe for or purchase shares in ACE, or (ii) make equity contributions to ACE in the form of share premium, special capital reserve or otherwise or (iii) grant or advance any Profit Sharing Loans (as defined in the Investors' Agreement) or any other kinds of loan or financing to ACE.
 - (ix) a provision of law is a reference to that provision as amended or re-enacted;
 - (x) a time of day is a reference to London time; and
 - (xi) words in the singular include the plural and words in the plural include the singular.
- (b) Clause and Schedule headings are for ease of reference only.

1.3 **Third party rights**

- (a) Unless expressly provided to the contrary in a Relevant Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Relevant Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.4 **Clawback**

If the Successor Administrative Agent considers that an amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of a Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.5 **Schedules**

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

2. **RIGHTS OF THE SUCCESSOR ADMINISTRATIVE AGENT**

2.1 In accordance with the Agency Resignation, Appointment, Assumption and Waiver Agreement, on and from the date of this Deed, the Successor Administrative Agent shall succeed to, and be vested with, all of the rights, powers and duties of the Old Administrative Agent under each Security Document.

2.2 Each Party hereby agrees that, on and from the date of this Deed, any reference to the "**Administrative Agent**" in each Security Document will be construed as being a reference to the Successor Administrative Agent.

3. **CONFIRMATION**

3.1 Each Chargor hereby declares, agrees and irrevocably confirms to the Successor Administrative Agent that, notwithstanding the Agency Resignation, Appointment, Assumption and Waiver Agreement:

- (a) the Continuing Security is preserved and remains in full force and effect as continuing security for the Obligations and shall not be discharged, released, impaired or otherwise affected by the execution and effectiveness of the Agency Resignation, Appointment, Assumption and Waiver Agreement; and
- (b) all of the obligations created under each Security Document are valid and enforceable and are not limited as a result of the execution and effectiveness of the Agency Resignation, Appointment, Assumption and Waiver Agreement.

4. **REPRESENTATIONS AND WARRANTIES**

4.1 On the date of this Deed, ACE makes the representations and warranties set out in (i) Clause 5 (*Representations and Warranties*) of the ACE Charge and (ii) Clause 5 (*Representations and Warranties*) of the ACE New Charge to the Successor Administrative Agent by reference to the facts and circumstances existing on such date.

4.2 On the date of this Deed, ACE Holdings makes the representations and warranties set out in Clause 5 (*Representations and Warranties*) of the ACE Holdings Charge to the

Successor Administrative Agent by reference to the facts and circumstances existing on such date.

- 4.3 On the date of this Deed, ACE US Holdings makes the representations and warranties set out in Clause 5 (*Representations and Warranties*) of the ACE US Holdings Charge to the Successor Administrative Agent by reference to the facts and circumstances existing on such date.
- 4.4 On the date of this Deed, ACL makes the representations and warranties set out in Clause 5 (*Representations and Warranties*) of the ACL Debenture to the Successor Administrative Agent by reference to the facts and circumstances existing on such date.
- 4.5 On the date of this Deed, AFF makes the representations and warranties set out in Clause 5 (*Representations and Warranties*) of the AFF Debenture to the Successor Administrative Agent by reference to the facts and circumstances existing on such date.
- 4.6 On the date of this Deed, AMC makes the representations and warranties set out in Clause 5 (*Representations and Warranties*) of the AMC Debenture to the Successor Administrative Agent by reference to the facts and circumstances existing on such date.

5. **SERVICE OF PROCESS**

- 5.1 Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than ACL):
 - (a) irrevocably appoints ACL of 4th Floor, 3-4 Hardwick Street, London, EC1R 4RB as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
 - (b) agrees that failure by a process agent to notify any Chargor of the process will not invalidate the proceedings courts.
- 5.2 If any person appointed as an agent for service of process pursuant to Clause 5.1 above is unable for any reason to act as agent for service of process, each such Chargor must immediately (and in any event within 7 days of that event taking place) appoint another agent on terms acceptable to the Successor Administrative Agent. Failing this, the Successor Administrative Agent may appoint another agent for this purpose.

6. **FURTHER ASSURANCE**

- 6.1 Each Chargor shall do all such acts or execute all such documents as may be reasonably required by the Successor Administrative Agent in order to give effect to this Deed and the confirmations set out herein.
- 6.2 On the date of this Deed, ACE shall:

- (a) in respect of the Investors' Agreement, (i) give notice to each Equity Investor and (ii) if a notice of charge was previously provided by ACE to a counterparty of any other Assigned Agreement, give notice to each counterparty to that Assigned Agreement, each substantially in the form set out in Part 1 of Schedule 1 (or, in respect of an Assigned Agreement that is the subject of an Interparty Agreement, in such other form as the Successor Administrative Agent may reasonably request); and
- (b) procure that (i) in respect of the Investors' Agreement, each Equity Investor promptly provides to the Successor Administrative Agent within ten (10) Business Days of receipt of a notice given pursuant to sub-paragraph (a)(i) above, and (ii) in respect of each other Assigned Agreement (but only if a notice of charge was previously provided by ACE to a counterparty of such other Assigned Agreement), each such counterparty promptly provides to the Successor Administrative Agent within ten (10) Business Days of receipt of a notice given pursuant to sub-paragraph (a)(ii) above, an acknowledgement of the notice substantially in the form set out in Part 2 of Schedule 1 to this Deed (or, in respect of an Assigned Agreement that is the subject of an Interparty Agreement, in such other form as the Successor Administrative Agent may reasonably request).

Capitalised terms used in this Clause 6.2 that are not defined elsewhere in this Deed shall have the respective meanings assigned to such terms in the ACE Charge.

- 6.3 On the date of this Deed, ACE Holdings shall (i) in relation to the Intercompany Loan Agreement and the TRS Agreement and (ii) in relation to each other Assigned Agreement (but only if a notice of charge was previously provided by ACE Holdings to a counterparty of such other Assigned Agreement):

- (a) give notice to each counterparty to the applicable agreement substantially in the form set out in Part 1 of Schedule 1 (or, in respect of an Assigned Agreement that is the subject of an Interparty Agreement, in such other form as the Successor Administrative Agent may reasonably request); and
- (b) procure that each such counterparty promptly provides to the Successor Administrative Agent within ten (10) Business Days of receipt of a notice given pursuant to paragraph (a) an acknowledgement of the notice substantially in the form set out in Part 2 of Schedule 1 (or, in respect of an Assigned Agreement that is the subject of an Interparty Agreement, in such other form as the Successor Administrative Agent may reasonably request).

Capitalised terms used in this Clause 6.3 that are not defined elsewhere in this Deed shall have the respective meanings assigned to such terms in the ACE Holdings Charge.

- 6.4 On the date of this Deed, ACE US Holdings shall (i) in relation to the Intercompany Loan Agreement and (ii) in relation to each other Assigned Agreement (but only if a notice of charge was previously provided by ACE US Holdings to a counterparty of such other Assigned Agreement):

- (a) give notice to each counterparty to the applicable agreement substantially in the form set out in Part 1 of Schedule 1 (or, in respect of an Assigned Agreement that is the subject of an Interparty Agreement, in such other form as the Successor Administrative Agent may reasonably request); and
- (b) procure that each such counterparty promptly provides to the Successor Administrative Agent within ten (10) Business Days of receipt of a notice given pursuant to paragraph (a) an acknowledgement of the notice substantially in the form set out in Part 2 of Schedule 1 (or, in respect of an Assigned Agreement that is the subject of an Interparty Agreement, in such other form as the Successor Administrative Agent may reasonably request).

Capitalised terms used in this Clause 6.4 that are not defined elsewhere in this Deed shall have the respective meanings assigned to such terms in the ACE US Holdings Charge.

6.5 On the date of this Deed, ACL shall:

- (a) in relation to each Assigned Agreement that is not the subject of an Interparty Agreement (but only if a notice of charge was previously provided by ACL to a counterparty of such other Assigned Agreement):
 - (i) give notice to each counterparty to the applicable agreement substantially in the form set out in Part 1 of Schedule 1 (or in such other form as the Successor Administrative Agent may reasonably request); and
 - (ii) procure that each counterparty promptly provides to the Successor Administrative Agent within ten (10) Business Days of receipt of a notice given pursuant to paragraph (a) an acknowledgement of the notice substantially in the form set out in Part 2 of Schedule 1 (or in such other form as the Successor Administrative Agent may reasonably request).
- (b) in relation to each Account (but only if a notice of charge was previously provided by ACL to each bank, financial institution or other person (an "**Account Bank**")) with whom the Chargor holds an Account):
 - (i) give notice to each Account Bank with whom ACL holds an Account substantially in the form set out in Part 1 of Schedule 2 (or in such other form as the Successor Administrative Agent may reasonably request); and
 - (ii) procure that each Account Bank promptly provides to the Successor Administrative Agent within ten (10) Business Days of receipt of a notice given pursuant to paragraph (a) an acknowledgement of the notice substantially in the form set out in Part 2 of Schedule 2 (or in such other form as the Successor Administrative Agent may reasonably request).

Capitalised terms used in this Clause 6.5 that are not defined elsewhere in this Deed shall have the respective meanings assigned to such terms in the ACL Debenture.

6.6 On the date of this Deed, AFF shall, in relation to each Assigned Agreement that is not the subject of an Interparty Agreement (but only if a notice of charge was previously provided by AFF to a counterparty of such other Assigned Agreement):

- (a) give notice to each counterparty to the applicable agreement substantially in the form set out in Part 1 of Schedule 1 (or in such form as the Successor Administrative Agent may reasonably request); and
- (b) procure that each counterparty promptly provides to the Successor Administrative Agent within ten (10) Business Days of receipt of a notice given pursuant to paragraph (a) above, an acknowledgement of a notice substantially in the form set out in Part 2 of Schedule 1 (or in such other form as the Successor Administrative Agent may reasonably request).

Capitalised terms used in this Clause 6.6 that are not defined elsewhere in this Deed shall have the respective meanings assigned to such terms in the AFF Debenture.

6.7 On the date of this Deed, AMC shall, in relation to each Assigned Agreement that is not the subject of an Interparty Agreement (but only if a notice of charge was previously provided by AMC to a counterparty of such other Assigned Agreement):

- (a) give notice to each counterparty to the applicable agreement substantially in the form set out in Part 1 of Schedule 1 (or in such form as the Successor Administrative Agent may reasonably request); and
- (b) procure that each counterparty promptly provides to the Successor Administrative Agent within ten (10) Business Days of receipt of a notice given pursuant to paragraph (a) above, an acknowledgement of a notice substantially in the form set out in Part 2 of Schedule 1 (or in such other form as the Successor Administrative Agent may reasonably request).

Capitalised terms used in this Clause 6.7 that are not defined elsewhere in this Deed shall have the respective meanings assigned to such terms in the AMC Debenture.

7. EXECUTION AS A DEED

Each Party intends this Deed to be a deed and confirms that it is executed and delivered as a deed, notwithstanding the fact that any one or more of the parties may only execute it under hand.

8. COUNTERPARTS

This Deed may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.

9. GOVERNING LAW AND JURISDICTION

This Deed is governed by and shall be construed in accordance with English law. The courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Deed.

10. PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired.

11. REMEDIES AND WAIVERS

- (a) No failure to exercise, nor any delay in exercising, on the part of the Successor Administrative Agent, any right or remedy under this Deed shall operate as a waiver of that right or remedy or constitute an election to affirm this Deed.
- (b) No election to affirm this Deed on the part of the Successor Administrative Agent shall be effective unless it is in writing.
- (c) No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy.
- (d) The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

12. AMENDMENTS AND WAIVERS

Any term of this Deed may be amended or waived only with the consent of the Successor Administrative Agent and each Chargor, and in writing.

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

Schedule 1, Part 1 - Notice and acknowledgement

Part 1. Form of notice

On the letterhead of [*insert name of applicable Chargor*]

[NAME OF EQUITY INVESTOR] / [NAME OF COUNTERPARTY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

_____ 2022

Dear Sirs,

Omnibus deed of confirmation and charge dated [DATE] 2022, between Anton Capital Entertainment, S.A. (formerly known as Anton Capital Entertainment, S.C.A.), ACE Holdings, S.à r.l., ACE US Holdings S.à r.l., Anton Corp Limited, Anton Film Financing S.à r.l., Anton Media Content S.C.S., MUFG Union Bank, N.A. (the "Old Administrative Agent") and MUFG Bank, Ltd. (the "Successor Administrative Agent") (the "Deed of Charge")

1. We refer to the Deed of Charge.
2. Defined terms used, but not otherwise defined in this letter, shall have the meanings given to them in the Deed of Charge.
3. This letter constitutes notice to you that, under an Agency Resignation, Appointment, Assumption and Waiver Agreement, the Old Administrative Agent has transferred all of its rights, obligations, duties and powers under the Security Documents to the Successor Administrative Agent.
4. On and from the date of the Deed of Charge, the Successor Administrative Agent shall be the Administrative Agent for the purposes of the Security Documents.
5. Please note that [*insert name of applicable Chargor*] has agreed and confirmed pursuant to the Deed of Charge that, notwithstanding the execution and the effectiveness of the Agency Resignation, Appointment, Assumption and Waiver Agreement:
 - (a) the Continuing Security is preserved and remains in full force and effect as continuing security for the Obligations and shall not be discharged, released, impaired or otherwise affected by the execution and effectiveness of the Agency Resignation, Appointment, Assumption and Waiver Agreement; and

- (b) all of the obligations created under each Security Document are valid and enforceable and are not limited as a result of the execution and effectiveness of the Agency Resignation, Appointment, Assumption and Waiver Agreement.
6. The instructions in this notice may only be revoked or amended with the prior written consent of the Successor Administrative Agent.
 7. Please confirm that you acknowledge and agree to the terms of this notice and to act in accordance with its provisions, by sending an acknowledgement in the form attached as Schedule A to this letter to the Successor Administrative Agent by electronic email to: Anthony Beaudoin, Kevin Jessup and Karishma Punjani (ABeaudoin@us.mufg.jp, KJessup@us.mufg.jp and KPunjani@us.mufg.jp).
 8. This notice, 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 English law.
 9. Transmission of the executed signature page of a counterpart of this notice by e-mail (in PDF) shall be a valid method of delivery of an executed counterpart of this notice.

Yours faithfully,

[insert signature block for applicable Chargor]

Schedule 1, Part 2 – Acknowledgment of Notice

[On the letterhead of the Equity Investor / the relevant counterparties]

VIA EMAIL

MUFG Bank, Ltd.

Attention: Anthony Beaudoin, Kevin Jessup and Karishma Punjani

(email: ABeaudoin@us.mufg.jp, KJessup@us.mufg.jp and KPunjani@us.mufg.jp)

_____ 2022

Dear Sirs/Madam,

Omnibus deed of confirmation and charge dated [DATE] 2022, between Anton Capital Entertainment, S.A. (formerly known as Anton Capital Entertainment, S.C.A.), ACE Holdings, S.à r.l., ACE US Holdings S.à r.l., Anton Corp Limited, Anton Film Financing S.à r.l., Anton Media Content S.C.S., MUFG Union Bank, N.A. (the “Old Administrative Agent”) and MUFG Bank, Ltd. (the “Successor Administrative Agent”) (the “Deed of Charge”)

1. We confirm receipt from [*insert name(s) of applicable Chargor*] (“**Chargor**”) of a notice dated _____ 2022 (the “**Notice**”).
2. We confirm that:
 - we accept the confirmations and instructions contained in the Notice and agree to comply with the Notice.
 - there has been no amendment, waiver of release of any rights or interests in the [*describe applicable agreement*] (the “**Contract**”) since the date of the Contract.
 - we will not cancel, avoid, release or otherwise allow the Contract to lapse without giving the Successor Administrative Agent at least 30 days’ prior written notice.
 - we have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party.
 - the Successor Administrative Agent will not in any circumstances have any liability in relation to the Contract.
 - the Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Successor Administrative Agent.
3. This letter, 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 English law.

Yours faithfully,

.....

[EQUITY INVESTOR] / [COUNTERPARTY]

Schedule 2 Notice and acknowledgement - bank account

Part 1. Form of notice

[On the letterhead of ACL]

[BANK, FINANCIAL INSTITUTION OR OTHER PERSON]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear Sirs,

Omnibus deed of confirmation and charge dated [DATE] 2022, between, amongst others, Anton Corp Limited (the "Chargor"), MUFG Union Bank, N.A. (the "Old Administrative Agent") and MUFG Bank, Ltd. (the "Successor Administrative Agent") (the "Deed of Charge")

1. We refer to the Deed of Charge.
2. Defined terms used, but not otherwise defined in this letter, shall have the meanings given to them in the Deed of Charge.
3. This letter constitutes notice to you that, under an Agency Resignation, Appointment, Assumption and Waiver Agreement, the Old Administrative Agent has transferred all of its rights, obligations, duties and powers under the Security Documents to the Successor Administrative Agent.
4. On and from the date of the Deed of Charge, the Successor Administrative Agent shall be the Administrative Agent for the purposes of the Security Documents.
5. Please note that the Chargor has agreed and confirmed pursuant to the Deed of Charge that, notwithstanding the execution and the effectiveness of the Agency Resignation, Appointment, Assumption and Waiver Agreement:
 - (a) the Continuing Security is preserved and remains in full force and effect as continuing security for the Obligations and shall not be discharged, released, impaired or otherwise affected by the execution and effectiveness of the Agency Resignation, Appointment, Assumption and Waiver Agreement; and
 - (b) all of the obligations created under each Security Document are valid and enforceable and are not limited as a result of the execution and effectiveness of the Agency Resignation, Appointment, Assumption and Waiver Agreement.

6. The instructions in this notice may only be revoked or amended with the prior written consent of the Successor Administrative Agent.
7. Please confirm that you acknowledge and agree to the terms of this notice and to act in accordance with its provisions, by sending an acknowledgement in the form attached as Schedule A to this letter to the Successor Administrative Agent by electronic email to: Anthony Beaudoin, Kevin Jessup and Karishma Punjani (ABeaudoin@us.mufg.jp, KJessup@us.mufg.jp and KPunjani@us.mufg.jp).
8. This notice, 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 English law.
9. Transmission of the executed signature page of a counterpart of this notice by e-mail (in PDF) shall be a valid method of delivery of an executed counterpart of this notice.

Yours faithfully,

ANTON CORP LIMITED


Name: Sébastien Raybaud

Title: Director

Part 2. Form of acknowledgement

[On the letterhead of the bank, financial institution or other person]

VIA EMAIL

MUFG Union Bank, N.A.

Attention: Anthony Beaudoin, , Kevin Jessup and Karishma Punjani

(email: ABeaudoin@us.mufg.jp, KJessup@us.mufg.jp and KPunjani@us.mufg.jp)

[DATE]

Dear Sirs,

Omnibus deed of confirmation and charge dated [DATE] 2022, between, amongst others, Anton Corp Limited (the "Chargor"), MUFG Union Bank, N.A. (the "Old Administrative Agent") and MUFG Bank, Ltd. (the "Successor Administrative Agent") (the "Deed of Charge")

1. We confirm receipt from the Chargor of a notice dated _____ 2022 (the "Notice").
2. We confirm that:
 - we accept the confirmations and instructions contained in the Notice and agree to comply with the Notice.
 - there has been no amendment, waiver or release of any rights or interests in the Accounts since the date of the Notice.
 - we will not cancel, avoid, release or otherwise allow the Accounts to lapse without giving the Successor Administrative Agent at least 30 days' prior written notice.
 - we have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Accounts to a third party, or created any other interest (whether by way of security or otherwise) in the Accounts in favour of a third party.
 - the Successor Administrative Agent will not in any circumstances have any liability in relation to the Accounts.
 - the Accounts shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Successor Administrative Agent.
3. This letter, 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 English law.

Yours faithfully,

.....

[NAME OF BANK, FINANCIAL INSTITUTION OR OTHER PERSON]

**SIGNATURE PAGE TO THE OMNIBUS DEED OF CONFIRMATION AND
CHARGE**

EXECUTED AND DELIVERED AS A
DEED BY
ANTON CAPITAL
ENTERTAINMENT S.A.

.....
Name:

Title:


M. DE SMEDT

.....
Name:

Title:


**SIGNATURE PAGE TO THE OMNIBUS DEED OF CONFIRMATION AND
CHARGE**

EXECUTED AND DELIVERED AS A
DEED BY
ANTON CAPITAL
ENTERTAINMENT S.A.

.....
Name: *Sebastien Raynaud*
Title: *Director*

.....
Name:
Title:

EXECUTED AND DELIVERED AS A
DEED BY
ACE HOLDINGS, S.à r.l.


Name: M. DE SMEDT
Title:

.....
Name:
Title:

EXECUTED AND DELIVERED AS A
DEED BY
ACE US HOLDINGS, S.À.R.L.


Name:
Title: M. DE SMEDT

.....
Name:
Title:

EXECUTED AND DELIVERED AS A
DEED BY
ANTON CORP LIMITED

.....
Name: Sébastien Raybaud
Title: Director

In the presence of:

WITNESS

.....
Name:
Address:

EXECUTED AND DELIVERED AS A
DEED BY
ANTON FILM FINANCING S.À R.L.,


Name: M. DE SMEDT
Title:

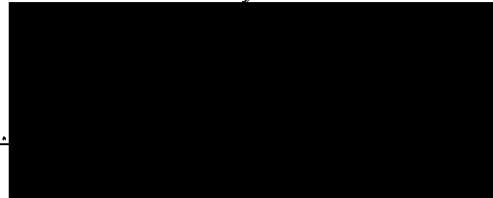
.....
Name:
Title:

EXECUTED AND DELIVERED AS A
DEED BY
ACE HOLDINGS, S.à r.l.

.....
Name:
Title:



.....
Name:
Title:



EXECUTED AND DELIVERED AS A
DEED BY
ACE US HOLDINGS, S.À.R.L.

.....
Name:
Title:

.....
Name:
Title:

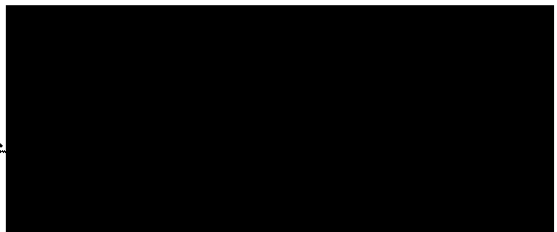
EXECUTED AND DELIVERED AS A
DEED BY
ANTON CORP LIMITED

.....
Name: Sébastien Raybaud
Title: Director

In the presence of:

WITNESS

.....
Name:
Address:



EXECUTED AND DELIVERED AS A
DEED BY
ANTON FILM FINANCING S.À R.L.,

.....
Name:
Title:

.....
Name:
Title:

EXECUTED AND DELIVERED AS A
DEED BY
ACE HOLDINGS, S.à r.l.

.....
Name:
Title:

.....
Name:
Title:

EXECUTED AND DELIVERED AS A
DEED BY
ACE US HOLDINGS, S.À.R.L.

.....
Name:
Title:

.....
Name:
Title:

EXECUTED AND DELIVERED AS A
DEED BY
ANTON CORP LIMITED

.....
Name: Sébastien Raybaud
Title: Director

In the presence of:

WITNESS

.....
Name: Bharatha Gongasan
Address: 4 Hardwick Street EC1R 4RB
London

EXECUTED AND DELIVERED AS A
DEED BY
ANTON FILM FINANCING S.À R.L.,

.....
Name:
Title:

.....
Name:
Title:

EXECUTED AND DELIVERED AS A DEED BY
ANTON MEDIA CONTENT S.C.S.
REPRESENTED BY ITS GENERAL PARTNER,
ANTON FILM FINANCING S.À R.L.

Name:

Title:

M. DE SMEDT

Name:

Title:

EXECUTED AND DELIVERED AS A DEED BY
ANTON MEDIA CONTENT S.C.S.
REPRESENTED BY ITS GENERAL PARTNER,
ANTON FILM FINANCING S.À R.L.

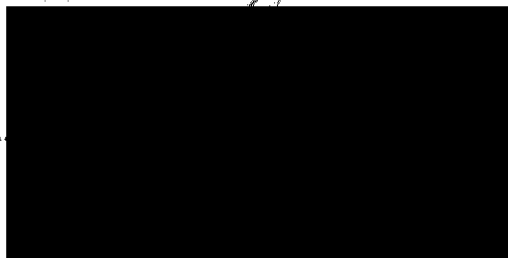
.....
Name:  Sebastien Raybaud
Title: Director

.....
Name:
Title:

EXECUTED AND DELIVERED AS A DEED BY
ANTON MEDIA CONTENT S.C.S.
REPRESENTED BY ITS GENERAL PARTNER,
ANTON FILM FINANCING S.À R.L.

.....
Name:
Title:

.....
Name:
Title:



EXECUTED AND DELIVERED AS A
DEED BY
MUFG UNION BANK, N.A.,
as Old Administrative Agent


Name: Kevin Jessup
Title: Authorised Signatory

EXECUTED AND DELIVERED AS A
DEED BY
MUFG BANK, LTD.,
as Successor Administrative Agent


Name: Kevin Jessup
Title: Authorised Signatory