



Registration of a Charge

Company name: **KEW MEDIA GROUP UK LIMITED**

Company number: **09362955**

Received for Electronic Filing: **24/01/2020**



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Details of Charge

Date of creation: **20/01/2020**

Charge code: **0936 2955 0006**

Persons entitled: **TRUIST BANK (AS SUCCESSOR BY MERGER TO SUNTRUST BANK) AS ADMINISTRATIVE AGENT AND AS SECURITY TRUSTEE FOR ITSELF, THE ISSUING BANK, THE LENDERS AND THE OTHER BENEFICIARIES (AS DEFINED IN THE INSTRUMENT)**

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: 9362955

Charge code: 0936 2955 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th January 2020 and created by KEW MEDIA GROUP UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th January 2020 .

Given at Companies House, Cardiff on 27th 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

DATED 20 January 2020

(1) Kew Media Group US, Inc.
(2) Kew Media International Limited
(3) Kew Media Group UK Limited
(4) Kew Media Group UK Holdings Limited
(5) Kew Media Group Inc. and
(6) Our House Media Inc.,
as Chargors

in favour of

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

SHARE CHARGE

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THIS SUPPLEMENTAL DEED is dated 20 January 2020

BETWEEN:

- (1) **Kew Media Group US, Inc.** (formerly Content Media Corporation) of 225 Arizona Ave., Suite 250, Santa Monica, CA 90401 USA (“**KMG US**”);
- (2) **Kew Media International Limited** (formerly Prime Sites Advertising (NW) Limited, Winchester Film & Television Sales Limited, ContentFilm International Limited and Content Media Corporation International Limited) (“**KMIL**”), a company incorporated under the laws of England and Wales (Registered No. 03040413), whose registered office is at 151 Shaftesbury Avenue, London, England, WC2H 8AL;
- (3) **Kew Media Group UK Limited** (formerly Newincco 2014 PLC and Content Media Corporation PLC) (“**KMG**”), a company incorporated under the laws of England and Wales (Registered No. 09362955), whose registered office is at 151 Shaftesbury Avenue, London, England, WC2H 8AL;
- (4) **Kew Media Group UK Holdings Limited** (formerly Fairboalt Limited, Winchester Multimedia PLC, Winchester Entertainment PLC, Contentfilm PLC, Content Media Corporation PLC, Content Media Corporation Limited and Content Media Corporation Worldwide Limited (“**KMGH**”), a company incorporated under the laws of England and Wales (Registered No. 02819652), whose registered office is at 151 Shaftesbury Avenue, London, England, WC2H 8AL;
- (5) **Kew Media Group Inc.** of 672 Dupont Street, Unit 400, Toronto, ON M6G 1Z6, Canada (“**KMGI**”);
- (6) **Our House Media Inc.**, a company incorporated under the laws of Ontario whose registered office is situate at 43 Davies Avenue, Toronto, Ontario, M4M 2A9 (“**OHMI**”, and collectively with KMG US, KMIL, KMG, KMGH and KMGI, the “**Chargors**” and each a “**Chargor**”); and
- (7) **TRUIST BANK** (as successor by merger to SunTrust Bank), a national banking association with a place of business at 303 Peachtree St., 15th Floor, Atlanta, Georgia 30308 as Administrative Agent and as security trustee for itself, the Issuing Bank, the Lenders and the other Beneficiaries (the “**Administrative Agent**”).

BACKGROUND:

- A. The Chargors enter into this Supplemental Deed in connection with the Credit Agreement (as defined below and as amended from time to time, including, inter alia, as of 31 December 2019 pursuant to a third amendment agreement).
- B. It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- C. In connection with the Credit Agreement:

- (a) KMG US entered into an English law share charge on 28 July 2017 in favour of the Administrative Agent in respect of, inter alia, all shares, securities and investments owned by it or in which it is otherwise interested from time to time and all Related Rights (as such term is defined therein), including, without limitation, all shares in its Subsidiary, Content International Film and Television Limited (the “**Original KMG US Share Charge**”);
- (b) KMIL entered into an English law share charge on 28 July 2017 in favour of the Administrative Agent in respect of, inter alia, all shares, securities and investments owned by it or in which it is otherwise interested from time to time and all Related Rights (as such term is defined therein), including, without limitation, all shares in its Subsidiaries, Fireworks Acquisitions Limited and Newincco 1410 Limited (which has since been dissolved) (the “**Original KMIL Share Charge**”);
- (c) KMG entered into an English law share charge on 28 July 2017 in favour of the Administrative Agent in respect of, inter alia, all shares, securities and investments owned by it or in which it is otherwise interested from time to time and all Related Rights (as such term is defined therein), including, without limitation, all shares in its Subsidiary, Kew Media Group UK Holdings Limited (then known as Content Media Corporation Worldwide Limited) (the “**Original KMG Share Charge**”);
- (d) KMGH entered into an English law share charge on 28 July 2017 in favour of the Administrative Agent in respect of, inter alia, all shares, securities and investments owned by it or in which it is otherwise interested from time to time and all Related Rights (as such term is defined therein), including, without limitation, all shares in its Subsidiaries as scheduled thereto (the “**Original KMGH Share Charge**”);
- (e) KMGI entered into an English law share charge on 28 July 2017 in favour of the Administrative Agent in respect of, inter alia, all shares, securities and investments owned by it or in which it is otherwise interested from time to time and all Related Rights (as such term is defined therein), including, without limitation, all shares in its Subsidiary, Kew Media Group UK Limited (then known as Content Media Corporation Plc) (the “**Original First KMGI Share Charge**”);
- (f) KMGI entered into an English law share charge on 23 July 2018 in respect of, inter alia, all shares, securities and investments owned by it or in which it is otherwise interested from time to time and all Related Rights (as such term is defined therein), including, without limitation, all shares in its Subsidiary, TCB Media Rights Ltd (the “**Original Second KMGI Share Charge**”);
- (g) OHMI entered into an English law share charge on 28 July 2018 in favour of the Administrative Agent in respect of, inter alia, all shares, securities and investments owned by it or in which it is otherwise interested from time to time

and all Related Rights (as such term is defined therein), including, without limitation, all shares in its Subsidiary, Our House Media Rights Limited (the **“Original OHMI Share Charge”**),

and, collectively, the Original KMG US Share Charge, the Original KMIL Share Charge, the Original KMG Share Charge, the Original KMGH Share Charge, the Original First KMGI Share Charge, the Original Second KMGI Share Charge and the Original OHMI Share Charge, the **“Original Share Charges”**.

IT IS AGREED as follows:

1 INTERPRETATION

1.1 In this Supplemental Deed:

“Act” means the Law of Property Act 1925;

“Beneficiaries” means, collectively, the Administrative Agent, the Issuing Bank, the Lenders (and their respective successors and assigns), the other **“Secured Parties”** (as defined in the Credit Agreement) and any Receiver;

“Company” means each company specified in the second column, with the registration number specified in the third column, of the schedule to this Supplemental Deed;

“Company Shares” means all of the shares in the capital of any Company held by a Chargor, from time to time, being, at the date of this Supplemental Deed, the number of shares specified in the fourth column of the schedule to this Supplemental Deed;

“Credit Agreement” means a revolving credit agreement originally dated 28 July 2017 between KMIL as Borrower, the Lenders referred to therein, the Administrative Agent and the Issuing Bank referred to therein (as further amended, supplemented or otherwise modified, renewed or replaced from time to time, including, without limitation, as amended and restated on 23 July 2018 pursuant to an amendment and restatement agreement, as subsequently amended on 28 June 2019 (which amendment added KMGI as an additional Borrower, and together with KMIL, the **“Borrowers”**) and 12 November 2019 pursuant to a first amendment agreement and a second amendment agreement respectively, and as further amended as of 31 December 2019 pursuant to a third amendment agreement);

“Default Rate” means the rate calculated in the manner set out in section 9.11(k) of the Credit Agreement;

“Financial Collateral Regulations” means the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226);

“Receiver” means an administrator, an administrative receiver, a receiver and manager or (if the Administrative Agent so specifies in the relevant appointment) receiver in each

case appointed under this Supplemental Deed, the Original Share Charges or any other Collateral Document.

“Related Rights” means any dividend paid or payable in relation to any Shares and any rights, money or property accruing or offered at any time in relation to any Shares whether by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise;

“Security Assets” means the Shares and the Related Rights the subject of any security created by this Supplemental Deed;

“Security Interest” means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having similar effect;

“Secured Liabilities” means all present and future obligations (including, for the avoidance of doubt, all “Obligations” as defined in the Credit Agreement) and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Loan Parties and/or any of them to the Beneficiaries and/or any of them under each Collateral Document;

“Security Period” means the period beginning on the date of this Supplemental Deed and ending on the date on which the Administrative Agent is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Commitment of the Lenders under the Credit Agreement has terminated;

“Shares” means in respect of each Chargor:

- (a) Company Shares; and
- (b) any other shares, securities and investments in any Company or any of its Subsidiaries incorporated in England and Wales, in each case, beneficially owned by such Chargor or in which such Chargor has an interest from time to time and then only to the extent of that interest; and

“West” means Content West Limited, a private limited company incorporated in England and Wales with company number 07315671 and registered address at 151 Shaftesbury Avenue, London, England, WC2H 8AL.

- 1.2**
- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Supplemental Deed, the same meaning in this Supplemental Deed;
 - (b) If the Administrative Agent considers that an amount paid by the Borrowers to the Administrative Agent under a Collateral Document is capable of being avoided or otherwise set aside on liquidation or administration of the Borrowers or otherwise, then that amount shall not be considered to have been irrevocably paid for the purpose of this Supplemental Deed.

- (c) A reference in this Supplemental Deed to assets includes, unless the context otherwise requires, present and future assets.
- (d) Except for a Beneficiary, a person who is not a party to this Supplemental Deed may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999.
- (e) A reference in this Supplemental Deed to this Supplemental Deed, the Credit Agreement or any other agreement or document shall be construed as a reference to this Supplemental Deed, the Credit Agreement or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, novated, substituted or supplemented (and so that any reference to this Supplemental Deed, the Credit Agreement or such other agreement or document shall include, unless the context otherwise requires, any agreement or document expressed to be supplemental hereto or expressed to be collateral herewith or which is otherwise entered into pursuant to or in accordance with the provisions hereof).
- (f) If the rule against perpetuities applies to any trust created by this Supplemental Deed, the perpetuity period shall be 125 years (as specified by section 5 (1) of the Perpetuity and Accumulations Act 2009).

1.3 The Original Share Charges

- (a) The Original Share Charges shall remain in full force and effect in all respects, including, to the extent supplemented by this Supplemental Deed.
- (b) The Administrative Agent and each of the Chargors agree and acknowledge that, for so long as the relevant Original Share Charge to which such Chargor is a party has not been released or discharged (or otherwise has not ceased to have effect or been cancelled, set aside or avoided), any obligation to deposit deeds, documents of title and evidence of ownership in relation to the Security Assets, in respect of such Chargor under the Original Share Charge to which it is a party, shall be satisfied as a result of the compliance of such Chargor with the corresponding obligations to deposit the same deeds, documents of title and evidence of ownership in relation to the Security Assets or to perform or comply with the same requirement or obligation, in each case under the Original Share Charge to which it is a party.

2 SECURITY

Each Chargor as security for the Secured Liabilities (which each Chargor hereby covenants to pay, perform and discharge) and with full title guarantee charges in favour of the Administrative Agent for the benefit of the Beneficiaries:

- (a) by way of a first fixed charge, the Shares; and
- (b) by way of a first fixed charge, all Related Rights.

3 PRESERVATION OF SECURITY

3.1 Continuing security

The security constituted by this Supplemental Deed is continuing and shall remain in full force and effect until the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and the Commitment of the Lenders under the Credit Agreement has terminated. The security constituted by this Supplemental Deed will extend to the ultimate balance of all the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

3.2 Additional security

The security constituted by this Supplemental Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Administrative Agent or any other Beneficiary for any Secured Liability.

3.3 Waiver of defences

The obligations of a Chargor under this Supplemental Deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Supplemental Deed or prejudice or diminish those obligations in whole or in part including (whether or not known to it or the Administrative Agent or any other Beneficiary):

- (a) any time or waiver granted to, or composition with, the Borrowers or other person;
- (b) the release of any other person under the terms of any composition or arrangement with any creditor of the Borrowers;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Borrowers or other person or any non- presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrowers or any other person;
- (e) any variation (however fundamental) or replacement of a Collateral Document or any other document or security so that references to that Collateral Document in this Supplemental Deed shall include each variation or replacement;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Collateral Document or any other document or security, to the intent that each Chargor's obligations under this Supplemental Deed shall remain in full force and

effect and be construed accordingly, as if there were no unenforceability, illegality or invalidity; or

- (g) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of the Borrowers or any other person under a Collateral Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order so that each such obligation shall for the purposes of the Chargors' obligations under this Supplemental Deed be construed as if there were no such circumstance.

3.4 Immediate recourse

Each Chargor waives any right it may have of first requiring the Administrative Agent or any other Beneficiary (or, in each case, any trustee or agent on their behalf) to proceed against or enforce any other rights or security or claim payment from any person before enforcing this Supplemental Deed pursuant to Clause 6 (Enforcement of Security).

3.5 Appropriations

The Administrative Agent (or any trustee or agent on its behalf) may at any time during the Security Period:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Administrative Agent (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in any suspense account any moneys received on an enforcement of this Supplemental Deed without liability to pay interest on those moneys.

3.6 Non-competition

No Chargor shall at any time during the Security Period, after a claim has been made under this Supplemental Deed or this Supplemental Deed becomes enforceable:

- (a) be subrogated to any rights, security or moneys held, received or receivable by the Administrative Agent (or any trustee or agent on its behalf) or be entitled to any right of contribution or indemnity in respect of any action taken, payment made or moneys received on account of a Chargor's liability under this Supplemental Deed;
- (b) claim, rank, prove or vote as a creditor of the Borrowers or their respective estates in competition with the Administrative Agent; or
- (c) receive, claim or have the benefit of any payment, distribution or security from or on account of the Borrowers, or exercise any right of set-off as against the Borrowers.

Unless the Administrative Agent otherwise directs, each Chargor shall hold in trust for and forthwith pay or transfer to the Administrative Agent any payment or distribution or benefit of security received by it contrary to this Clause 3.6

3.7 Reinstatement

- (a) Where any discharge (whether in respect of the obligation of the Borrowers, this Supplemental Deed, any other security 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 restored on insolvency, liquidation or otherwise without limitation, this security and the liability of any Chargor under this Supplemental Deed shall continue as if the discharge or arrangement had not occurred.
- (b) The Administrative Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and warranties

Each Chargor makes the representations and warranties set out in this Clause 4 to the Administrative Agent and the other Beneficiaries.

4.2 Security

This Supplemental Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargors or otherwise.

4.3 Security Assets

- (a) Each Chargor is the sole legal and beneficial owner of the Security Assets.
- (b) As at the date of this Supplemental Deed, the Shares represent the entire issued share capital of each Company, *save for* West, for which the Shares represent sixty seven point five percent (67.5%) of the issued share capital of such Company.
- (c) There are no agreements, rights or other matters whatsoever which might adversely affect the Security Assets or restrict or inhibit the transfer of any Shares or provide for pre-emption rights or rights of first refusal upon the transfer of any Shares.
- (d) The Security Assets are free from any Security Interest other than the Security Interest created by this Supplemental Deed.
- (e) The Shares are fully paid.

- (f) Each Chargor has complied with all notices relating to all or any of the Shares received by it pursuant to sections 790D and 790E of the Companies Act 2006.
- (g) No warning notice has been issued under paragraph 1 (2) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Shares.

4.4 Miscellaneous

- (a) No Chargor has received, or acknowledged notice of, any adverse claim by any person in respect of the Security Assets or any interest in them.
- (b) There is no breach of any law or regulation that materially and adversely affects the Security Assets.
- (c) This Supplemental Deed and the other Collateral Documents to which it is a party, when executed, constitutes and will constitute the legal, valid, binding and enforceable obligations of each Chargor enforceable in accordance with their respective terms.
- (d) This Supplemental Deed, when executed and delivered, will create and grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders and the other Beneficiaries) (upon the filing of Forms MR01 with the Registrar of Companies of England and Wales and the giving of notices to debtors) effective security over all and every part of the Security Assets in accordance with its terms.
- (e) This Supplemental Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of each Chargor and is and will continue to be effective security over all and every part of the Security Assets in accordance with its terms.

4.5 Times for making representations and warranties

The representations and warranties set out in this Clause 4 are made on the date of this Supplemental Deed and are deemed to be repeated by each Chargor on each date during the Security Period with reference to the facts and circumstances then existing.

5 UNDERTAKINGS

5.1 Duration

The undertakings in this Clause 5 remain in force throughout the Security Period.

5.2 Vesting of Legal Title

Each Chargor shall promptly complete all necessary formalities required to vest legal title of the Shares in such Chargor.

5.3 Deposit of Shares

Each Chargor shall:

- (a) promptly, and in any event no later than 5 Business Days from the date of this Supplemental Deed, deposit with the Administrative Agent, or as the Administrative Agent may direct, all certificates and other documents of title or evidence of ownership in relation to the Shares and each of their Related Rights; and
- (b) on the date of this Supplemental Deed execute and deliver to the Administrative Agent all share transfer forms and other documents which may be requested by the Administrative Agent in order to enable the Administrative Agent or its nominees to be registered as the owner or otherwise obtain a legal title to the Shares and their Related Rights.

5.4 Restrictions on dealing

No Chargor shall:

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by this Supplemental Deed or the Original Share Charges; or
- (b) sell, transfer or otherwise dispose of, any Security Asset; or
- (c) take or permit the taking of any action which may result in the rights attaching to any of the Security Assets being altered, including, without limitation, any subdivision, consolidation, conversion, buy back, cancellation or any other restructuring or further shares in any Company being allotted or issued.

5.5 Calls and other obligations

- (a) Each Chargor shall pay all calls and other payments due and payable in respect of any of the Security Assets and if any Chargor fails to do so the Administrative Agent may pay the calls or other payments on behalf of such Chargor. Each Chargor shall forthwith on demand reimburse the Administrative Agent for any payment made by the Administrative Agent pursuant to this paragraph (a) together with interest at the Default Rate from the date of payment by the Administrative Agent up to and including the date of reimbursement by such Chargor.
- (b) Each Chargor shall promptly copy the Administrative Agent and comply with all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in the articles of association or other constitutional document relating to the Security Assets and if it fails to do so the Administrative Agent may elect to provide such information as it may have on behalf of such Chargor.

- (c) Each Chargor shall comply with all other conditions and obligations assumed by it in respect of any of the Security Assets.
- (d) The Administrative Agent is not obliged to carry out any obligation of a Chargor in respect of the Security Assets or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Supplemental Deed.

5.6 When Security becomes Enforceable

The security constituted by this Supplemental Deed shall become immediately enforceable at any time after the occurrence and during the continuance of an Event of Default and the Administrative Agent may in its absolute discretion and without notice to any Chargor or prior authorisation from any court:

- (a) enforce all or any part of the security constituted by this Supplemental Deed in the manner and on the terms it sees fit and take possession of and hold or dispose of all or any part of the Security Assets; and
- (b) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Act, including but not limited to the power of sale conferred by section 101 of the Act, (as varied or extended by this Supplemental Deed) on mortgagees and by this Supplemental Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

5.7 Pre-emption and restrictions on transfer

Each Chargor shall obtain all consents, waivers, approvals and permissions that are necessary under the articles of association (or otherwise) of any Company and shall procure the amendment of the share transfer provisions in the articles of association (or otherwise) in a manner satisfactory to the Administrative Agent in order to permit the transfer of the Security Assets to the Administrative Agent or its nominee or a Receiver or to a purchaser on enforcement of the security constituted by this Supplemental Deed.

- 5.8** Each Chargor shall promptly upon receipt send to the Administrative Agent copies of any material notice, circular, report, accounts and any other documents received by it that relate to the Security Assets and shall promptly notify the Administrative Agent of any action claim notice or demand relating to the Security Assets.

6 ENFORCEMENT OF SECURITY

6.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Supplemental Deed.

- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to the security constituted by this Supplemental Deed.

6.2 Shares

After the security constituted by this Supplemental Deed has become enforceable, the Administrative Agent or any Receiver may exercise (in the name of any of the Chargors and without any further consent or authority on the part of the Chargor) any voting rights and powers or rights which may be exercised by the person or persons in whose name any Share or its Related Rights are registered or who is the holder of any of them or otherwise (including all the powers given to trustees by section 10(3) and (4) of the Trustees Act 1925 as amended by section 9 of the Trustee Investment Act 1961 in respect of securities or property subject to a trust). Until that time, the voting rights, powers and other rights in respect of the Shares shall (if exercisable by the Administrative Agent) be exercised in the manner requested by the relevant Chargor and all dividends or other income paid or payable in relation to any Shares shall be applied in the manner set out in the Collateral Documents.

6.3 Contingencies

If the Administrative Agent enforces the security constituted by this Supplemental Deed at a time when no amounts are due under the Collateral Documents but at a time when amounts may or will become so due, the Administrative Agent may pay the proceeds of any recoveries effected by it into a suspense account.

6.4 No liability as mortgagee in possession

Neither the Administrative Agent nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable except to the extent that any liability shall be caused by the negligence or wilful misconduct of the Administrative Agent and any Receiver.

6.5 Privileges

The Administrative Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees, except that section 103 of the Act does not apply.

6.6 Protection of purchaser

No person (including a purchaser) dealing with the Administrative Agent or its agent or any Receiver will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable; or

- (b) whether any power which the Administrative Agent is purporting to exercise has become exercisable; or
- (c) whether any money remains due under the Collateral Documents; or
- (d) how any money paid to the Administrative Agent is to be applied.

6.7 Redemption of prior Mortgages

At any time after the security constituted by this Supplemental Deed has become enforceable, the Administrative Agent may:

- (a) redeem any prior Security Interest against any Security Asset; and/or
- (b) procure the transfer of that Security Interest to itself; and/or
- (c) settle and pass the account of the prior mortgagee, chargee or encumbrancer and any account settled and passed will be conclusive and binding on any Chargor.

Each Chargor shall pay on demand all principal moneys, interest, costs, charges and expenses in connection with redemption and/or transfer under this Clause 6.7

6.8 Financial Collateral

To the extent that any of the Security Assets constitute Financial Collateral (as defined in the Financial Collateral Regulations) and this Supplemental Deed constitutes a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations) the Administrative Agent shall have the right at any time after the security constituted by this Supplemental Deed has become enforceable to appropriate all or any of the Security Assets in or towards payment or discharge of the Secured Liabilities in any order that the Administrative Agent sees fit. The value of any Security Assets appropriated in accordance with this Clause 6.8 shall be determined by any method that the Administrative Agent may select including independent valuation (which shall be conducted by an independent investment or accountancy firm of national standing) and each Chargor agrees that the method of valuation provided for in the Clause 6.8 is commercially reasonable for the purpose of the Financial Collateral Regulations.

7 APPLICATION OF PROCEEDS

Any money received by the Administrative Agent or any Receiver after the security constituted by this Supplemental Deed has become enforceable shall (subject to the payment of any claims having priority as a matter of law) be applied in the following order of priority (but without prejudice to the right of any Beneficiaries to recover any shortfall from a Chargor):

- (a) in satisfaction of, or provision for, all costs and expenses incurred by the Administrative Agent and any Receiver under this Supplemental Deed and of all

remuneration due to any Receiver under or in connection with this Supplemental Deed ;

- (b) in or towards payment of the Secured Liabilities (or such part of them as is then due and payable) in the manner set forth in the Credit Agreement; and
- (c) in payment of the surplus (if any) to the Chargors or any other person entitled to it.

8 EXPENSES AND INDEMNITY

Each Chargor shall forthwith on demand pay all costs and expenses (including legal fees) incurred in connection with this Supplemental Deed by the Administrative Agent or any other Beneficiary or any attorney, manager, agent or other person appointed by the Administrative Agent under this Supplemental Deed and keep each of them indemnified against any failure or delay in paying the same.

9 DELEGATION

The Administrative Agent and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by the it under this Supplemental Deed. Any such delegation may be made upon the terms (including the power to sub-delegate) and subject to any regulations which the Administrative Agent or any Receiver may think fit. Neither the Administrative Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

10 FURTHER ASSURANCES

Each Chargor shall, at its own expense, take whatever action the Administrative Agent may reasonably require for:

- (a) perfecting or protecting the security intended to be created by this Supplemental Deed over any Security Asset; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Administrative Agent or any of its delegates or sub-delegates in respect of any Security Assets,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Administrative Agent or its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Administrative Agent may think expedient.

11 POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Administrative Agent and any Receiver (and any delegates or sub-delegates of the Administrative Agent

or any Receiver) to be its attorney to take any action which such Chargor is obliged to take under this Supplemental Deed, including under Clause 10 (*Further Assurances*). Each Chargor ratifies and confirms whatever any attorney lawfully does or purports to do pursuant to its appointment under this Clause.

12 WAIVERS AND REMEDIES CUMULATIVE

The rights of the Administrative Agent and any Receiver under this Supplemental Deed:

- (a) may be exercised as often as necessary;
- (b) are cumulative and are not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

13 MISCELLANEOUS

13.1 Covenant to Pay

Each Chargor shall pay or discharge the Secured Liabilities in the manner provided for in the Collateral Documents.

13.2 New Account

If the Administrative Agent receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent charge or other interest affecting any Security Asset and/or the proceeds of sale of any Security Asset, the Administrative Agent may open a new account with a Chargor. If the Administrative Agent does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Administrative Agent will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Supplemental Deed is security.

13.3 Certificates

A certificate or determination by the Administrative Agent of a rate or amount under the Collateral Documents is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

13.4 Stamp Duties

Each Chargor will pay and forthwith indemnify the Administrative Agent and any Receiver against any liability it incurs in respect of any stamp, registration and similar tax which is or becomes payable in connection with the entry into, performance or enforcement of this Supplemental Deed.

14 CHANGES TO THE PARTIES

14.1 Transfers by the Chargors

No Chargor may assign, transfer, novate or dispose of its rights and/or obligations under this Supplemental Deed.

14.2 Transfers by Administrative Agent

The Administrative Agent may assign, transfer, novate or dispose of its rights and/or obligations under this Supplemental Deed.

15 SEVERABILITY

If a provision of this Supplemental Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the validity or enforceability in that jurisdiction of any other provision of this Supplemental Deed; or
- (b) the validity or enforceability in any other jurisdiction of that or any other provision of this Supplemental Deed.

16 COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Deed.

17 NOTICES

17.1 Notices

All notices or other communications under or in connection with this Supplemental Deed shall be given in accordance with Section 10.1 of the Credit Agreement.

17.2 Proceedings

Each Chargor irrevocably agrees that any claim form, application notice, writ, summons, order, judgement or other process issued out of the courts of England and Wales in connection with any proceedings in England and Wales may be sufficiently and effectively served on it in connection with such proceedings by service on its registered office.

18 RELEASE

Upon the expiry of the Security Period (but not otherwise), the Administrative Agent shall, at the request and cost of each Chargor, take whatever action is necessary to release

the Security Assets from the security constituted by this Supplemental Deed and, where relevant, re-transfer title to the Security Assets to the Chargors.

19 JURISDICTION

Each Chargor agrees that the courts of England are to have non-exclusive jurisdiction to settle all disputes which may arise out of or in connection with this Supplemental Deed. In addition, the Administrative Agent may take proceedings in respect of any such dispute against such Chargor in any competent court of any competent jurisdiction and each Chargor submits to the non-exclusive jurisdiction of each such court.

20 GOVERNING LAW

This Supplemental Deed is governed by English law.

21 AGENT FOR SERVICE OF PROCESS

Each Chargor which is not incorporated in England and Wales hereby appoints Kew Media International Limited, 151 Shaftesbury Avenue, London, England, WC2H 8AL (Attention: Rick Kwak) as its process agent for the acceptance of any documents if proceedings are taken against it hereunder and confirms that Kew Media International Limited has accepted such appointment.

22 APPOINTMENT OF A RECEIVER

22.1 Appointment of Receiver

- (a) Except as provided below, the Administrative Agent may without prior notice to any Chargor appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) the security constituted by this Supplemental Deed has become enforceable in accordance with Clause 5.6 of this Supplemental Deed; or
 - (ii) such Chargor so requests the Administrative Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Where more than one Receiver is appointed, the appointees shall have power to act separately unless the Administrative Agent shall specify to the contrary.
- (d) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (e) The Administrative Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Administrative Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

22.2 Removal

The Administrative Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint one or more persons to be a Receiver in the place of any Receiver whose appointment may for any reason have terminated.

22.3 Remuneration

The Administrative Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Act) will not apply.

22.4 Agent of the Chargors

- (a) A Receiver will be deemed to be the agent of the Chargors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of, and remuneration payable to, a Receiver and for liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

22.5 Relationship with the Administrative Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Supplemental Deed (either expressly or impliedly) or by law on a Receiver may after the security created under this Supplemental Deed becomes enforceable be exercised by the Administrative Agent in relation to any Security Assets without first appointing a Receiver or notwithstanding the appointment of a Receiver. No Receiver shall at any time act as agent for the Administrative Agent.

23 POWERS OF A RECEIVER

23.1 General

- (a) A Receiver has all the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time; each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

23.2 Possession

A Receiver may take immediate possession of, get in and collect any Charged Share (including income accrued from time to time).

23.3 Calls

A Receiver may make, or require the directors of a Chargor to make, calls upon the holders of share capital of such Chargor which remains uncalled and to enforce payment of such calls and any previous unpaid calls by taking proceedings.

23.4 Carry on business

A Receiver may carry on and manage, or concur in the carrying on and management of or to appoint a manager of, the whole or any part of any business of a Chargor in any manner he thinks fit.

23.5 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Supplemental Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargors and employ, engage, dismiss or vary the terms of employment or engagement of employees, workmen, servants, officers, managers, agents and advisers on such terms as to remuneration and otherwise as he shall think fit including power to engage his own firm in the conduct of the receivership.

23.6 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Shares or Related Rights either in priority to the security created under this Supplemental Deed or otherwise and generally on any terms and for whatever purpose which he thinks fit.

23.7 Redemption of security

A Receiver may redeem, discharge or compromise any security whether or not having priority to all or any part of the security constituted pursuant to this Supplemental Deed.

23.8 Covenant, guarantees and indemnities

A Receiver may enter into such bonds, covenants, guarantees, commitments, indemnities and other obligations or liabilities as he shall think fit and make all payments needed to effect, maintain or satisfy such obligations or liabilities.

23.9 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Shares or Related Rights by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures may be severed and sold separately from the property containing them without the consent of a Chargor.

23.10 Contracts

A Receiver may enter into any contract or arrangement and perform, repudiate, rescind or vary any contract to which a Chargor is a party.

23.11 Landlord and Tenant

A Receiver may make allowances to and re-arrangements (including granting any licences and operating any rent reviews) with any lessees, tenants or persons from whom rents and profits may be receivable and to exercise any powers and discretions conferred on a landlord or a tenant by any statutory provision from time to time in force.

23.12 Acquisitions

A Receiver may purchase, lease, hire or acquire any assets or rights which he shall in his absolute discretion consider necessary or desirable for the carrying on, improvement or realisation of, or for the benefit of, the whole or any part of the Security Assets or the business of a Chargor.

23.13 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of a Chargor or relating in any way to any Security Asset.

23.14 Legal actions

A Receiver may bring, prosecute, enforce, defend, negotiate and abandon any action, suit or proceedings in connection with the business of a Chargor, all or any party of any Security Asset or this Supplemental Deed which he thinks fit.

23.15 Receipts

A Receiver may give a valid receipt for any monies and execute any assurance or thing which may be proper or desirable for realising any Security Assets.

23.16 Subsidiaries

A Receiver may form a subsidiary of a Chargor or supervise, control and finance any existing or new subsidiary of a Chargor and transfer to that subsidiary any Security Assets.

23.17 Delegation

A Receiver may delegate his powers in accordance with this Supplemental Deed.

23.18 Lending

A Receiver may lend money or advance credit to any customer of a Chargor.

23.19 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Assets;
- (b) commence and/or complete any building operation;
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation; and
- (d) effect, maintain or renew indemnity and other insurances and to obtain bonds and performance guarantees,

in each case as he thinks fit.

23.20 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Assets or which seem to the Receiver to be incidental or conducive to (i) any of the functions, rights, powers, authorities or discretions conferred on or vested in him, (ii) the exercise of all rights, powers, authorities, discretion and remedies of the Administrative Agent or any Receiver or any of their respective delegates or sub-delegates created, evidenced or conferred by or under this Supplemental Deed or by law or, in relation to any Security Assets, which he would be capable of exercising if he were the absolute beneficial owner of Security Assets or (iii) bringing to his hands any assets of a Chargor forming part of, or which when got in would be, Security Assets; and
- (b) use the name of a Chargor for any of the above purposes.

This Supplemental Deed has been entered into as a deed on the date stated at the beginning of this Supplemental Deed.

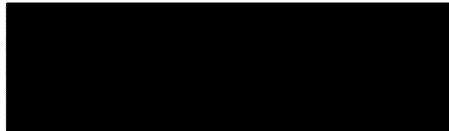
EXECUTED as a deed by)
Our House Media Inc.)
acting by:)



Name: Simon Lloyd
Title: Director

in the presence of:

Witness signature:



Witness name: Michael Smith

Witness address:



Witness occupation: Attorney

EXECUTED as a deed by)
Kew Media Group US, Inc.)
acting by:)

[Redacted]

Name: Erick Kwak
Title: Authorized Signatory

in the presence of:

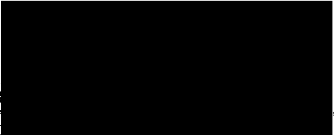
Witness signature:

Witness name: Michael Smith


Witness address:

Witness occupation: Attorney


EXECUTED as a deed by)
Kew Media International Limited)
acting by:)


Name: Erick Kwak
Title: Authorized Signatory

in the presence of:

Witness signature: 

Witness name: Michael Smith

Witness address: 

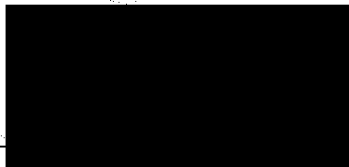
Witness occupation: Attorney

EXECUTED as a deed by)
Kew Media Group UK Limited)
acting by:)



Name: Erick Kwak
Title: Authorized Signatory

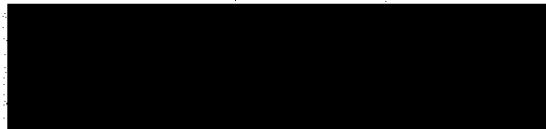
in the presence of:



Witness signature: _____

Witness name: Michael Smith

Witness address:



Witness occupation: Attorney

EXECUTED as a deed by)
Kew Media Group UK Holdings)
Limited)
acting by:)



Name: Erick Kwak
Title: Authorized Signatory

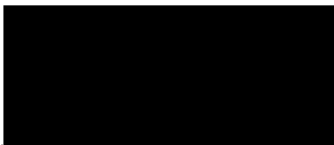
in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:



Michael Smith



Attorney

EXECUTED as a deed by)
Kew Media Group Inc.)
acting by:)

[Redacted]

Name: Erick Kwak
Title: Authorized Signatory

in the presence of:

[Redacted]

Witness signature:

Witness name:

Michael Smith

Witness address:

[Redacted]

Witness occupation:

Attorney

EXECUTED as a deed by)
TRUIST BANK, as successor)
by merger to SunTrust Bank)
as Administrative Agent acting by:)

Name: JUAN DELGADO CABALLERO
Title: SENIOR VICE PRESIDENT

SCHEDULE

THE SHARES

Relevant Chargor	Name of Company	Registered Number	Pledged Shares	Percentage Ownership
Our House Media Inc.	Our House Media Rights Limited	9040510	100 ordinary shares	100%
Kew Media International Limited	Fireworks Acquisition Limited	05415068	1 ordinary share	100%
Kew Media Group UK Limited	Kew Media Group UK Holdings Limited	02819652	458,011 ordinary shares	100%
Kew Media Group Inc.	Kew Media Group UK Limited	09362955	478,098 ordinary shares	100%
	TCB Media Rights Ltd	08140937	2 shares	100%
Kew Media Group UK Holdings Limited	Kew Media International Limited	03040413	2 ordinary shares	100%
	ContentFilm Productions Limited	02760217	1,052 ordinary shares	100%
	ContentFilm Pictures Limited	02803116	200 ordinary shares	100%
	ContentFilm Jellabies Limited	02992486	2 ordinary shares	100%
	ContentFilm Rainbow Limited	02904403	2 ordinary shares	100%
	ContentFilm UK Distribution Limited	04102082	1 ordinary share	100%
	ContentFilm Wheels Limited	02412473	2 ordinary shares	100%
	Cobalt Media Capital Limited	04823847	100 ordinary shares	100%

	ContentFilm The Sea Change Limited	03327347	2 ordinary shares	100%
	ContentFilm Music Limited	02908981	2 ordinary shares	100%
	ContentFilm Heartbreakers Limited	03989257	1 ordinary share	100%
	ContentFilm Beep Limited	04005861	1 ordinary share	100%
	The Feature Film Company Limited	02643266	1,000 ordinary shares	100%
	Content West Limited	07315671	675 ordinary shares	67.5%
	Kew Media Development Limited	11772047	100 ordinary shares	100%
Kew Media Group US, Inc.	Content International Film and Television Limited	04572087	100 ordinary shares	100%