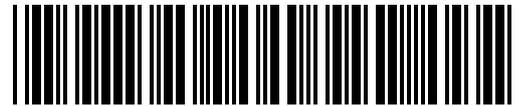




**Registration of a Charge**

Company Name: **NORTON PLACE PICTURES LIMITED**

Company Number: **10652018**



Received for filing in Electronic Format on the: **17/05/2023**

XC3R6XZD

**Details of Charge**

Date of creation: **15/05/2023**

Charge code: **1065 2018 0001**

Persons entitled: **BANK OF MONTREAL**

Brief description: **THERE IS NO REGISTERED INTELLECTUAL PROPERTY SUBJECT TO A FIXED CHARGE. FOR FURTHER INFORMATION PLEASE SEE THE INSTRUMENT**

**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: **WIGGIN LLP**



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

Company number: 10652018

Charge code: 1065 2018 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th May 2023 and created by NORTON PLACE PICTURES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2023 .

Given at Companies House, Cardiff on 19th May 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**wiggin**

## **Charge over Shares**

- (1) BANK OF MONTREAL
- (2) NORTON PLACE PICTURES LIMITED

Date 15 May 2023



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THIS DEED IS DATED 15 May 2023

**BETWEEN:**

1. **NORTON PLACE PICTURES LIMITED** (Company Number: 10652018) a company incorporated under the laws of England and Wales whose registered office is at Suite 215, Waterhouse Business Centre, Chelmsford, Essex, United Kingdom, CM1 2QE (the "**Chargor**"); and
2. **BANK OF MONTREAL** of 100 King Street West, 18th Floor, Toronto ON, M5X 1A1, Canada (the "**Chargee**").

**RECITALS**

- A. Pursuant to the Revolving Credit Facility Agreement, the Chargee has agreed to make available the Facility to the Borrower.
- B. In consideration of the Chargee agreeing to provide the Facility to the Borrower, the Chargor has agreed to execute this Deed as third party security for the repayment, satisfaction and discharge of the Secured Liabilities and has determined that it is in the Chargor's commercial interests to do so.
- C. It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1. Definitions and Interpretation**

**1.1 Definitions**

In this Deed, the following words and expressions shall have the following meanings unless the context requires otherwise:

"**Borrower**" means ORWO LIMITED (company no. 13376141) a limited liability company incorporated under the laws of England and Wales with its registered office at 39 Long Acre, London, England, WC2E 9LG;

"**Borrower Debenture**" means the deed of debenture dated on or about the date hereof between the Borrower and the Chargee in connection with the Revolving Credit Facility Agreement;

"**Business Day**" means a day on which banks are open in London, England and Toronto, Canada for the conduct of normal banking business;

"**Deed of Guarantee**" means the guarantee dated on or about the date hereof between the Chargor and the Chargee in connection with the Revolving Credit Facility Agreement;

"**Event of Default**" has the meaning given to it in the Revolving Credit Facility Agreement;

"**Facility**" means the revolving loan facility made available by the Chargee pursuant and subject to the terms of the Revolving Credit Facility Agreement;

"**LPA**" means the Law of Property Act 1925;



**"Parent Debenture"** means the deed of debenture dated on or about the date hereof between the Chargor and the Chargee in connection with the Revolving Credit Facility Agreement;

**"Receiver"** means a receiver, receiver and manager or administrative receiver of the whole or any part of the Security Assets;

**"Related Rights"** means any dividend or interest paid or payable in relation to any Share and all allotments, rights, warrants, benefits and advantages (including, without limitation, all voting rights) whatsoever at any time accruing, offered or arising in respect of or incidental to the Shares and all money or property accruing or offered at any time by way of conversion, redemption, bonus, exchange, preference, option, dividend, distribution, interest or otherwise in respect of the Shares;

**"Relevant Agreements"** means this Deed, the Revolving Credit Facility Agreement and any other agreements to which the Chargor and/or the Borrower and/or any Subsidiary of the Borrower are a party in connection with the Revolving Credit Facility Agreement including without limitation the Borrower Debenture, the Parent Debenture and the Deed of Guarantee;

**"Revolving Credit Facility Agreement"** means the revolving credit facility agreement entered into between the Borrower and the Chargee dated on or about the date hereof, as may be amended from time to time;

**"Secured Liabilities"** means all or any money and/or liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee by the Chargor, the Borrower or any Subsidiary of the Borrower whether pursuant to the Revolving Credit Facility Agreement, or this Deed or any other Relevant Agreement and whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor), including any money and liabilities of the Chargor, the Borrower or any Subsidiary of the Borrower owed to a third party which have been assigned or novated or otherwise vested in the Chargee;

**"Security Assets"** means the property and rights of the Chargor which are charged in favour of the Chargee pursuant to Clause 4.2;

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

**"Shares"** means the entire issued share capital in the Borrower owned legally or beneficially by the Chargor from time to time, being on the date of this Deed 1 ordinary share, each being a "Share"; and

**"Subsidiary"** means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

## 1.2 Construction

1.2.1 In this Deed (unless the context requires otherwise):

- a. each of the "Chargee" and "Chargor" or any other person shall be construed so as to include their respective successors in title, permitted assigns and permitted transferees;
- b. capitalised terms used but not defined in this Deed shall have the meanings given to them in the Revolving Credit Facility Agreement;
- c. the term "this Security" means any security created or constituted by this Deed;



- d. any covenant or undertaking of the Chargor (other than a payment obligation) remains in force during the Security Period;
- e. if the Chargee considers that an amount paid to the Chargee under a Relevant Agreement is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed;
- f. a reference to a "Security Asset" includes the proceeds of sale of that Security Asset;
- g. reference to any "disposal" includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the creation of a trust or other equitable interest or security right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and "dispose" and "disposition" shall be construed accordingly; and
- h. an Event of Default shall be "continuing" if it has not been remedied within the specified cure period (if applicable) or waived.

1.2.2 Any Schedules form an integral part of this Deed and shall have effect as if set out in full in the body of this Deed and any reference to this Deed includes any such Schedules.

## **2. Consideration and Legally Binding**

2.1 This Deed is executed in consideration of:

2.1.1 the Chargee agreeing to make available the Facility to the Borrower (which the Chargor acknowledges is of benefit to the Chargor by enabling the financing and production of certain audio-visual projects); and

2.1.2 the payment by the Chargee to the Chargor of £1 (the receipt and adequacy of which is hereby acknowledged by the Chargor).

2.2 The Chargor acknowledges that by signing this Deed the Chargor will be legally bound by its terms and will be liable to the Chargee to the extent set out herein. The Chargor acknowledges that the Chargor has taken legal advice in connection with this Deed and understands the liabilities the Chargor is assuming hereunder.

## **3. Indemnity**

3.1 Indemnity:

3.1.1 the Chargor acknowledges to the Chargee that the entry by the Chargee into the Revolving Credit Facility Agreement and the agreement of the Chargee to advance the sums set out therein to the Borrower is of commercial benefit to the Chargor by enabling the financing and production of certain audio-visual projects. Accordingly, if any sums expressed to be payable by the Borrower under the terms of the Revolving Credit Facility Agreement or to the Chargee under any other Relevant Agreement are not recoverable from the Borrower by reason of any invalidity or unenforceability of the Revolving Credit Facility Agreement or such other Relevant Agreement, or any legal limitation, inability to pay or other incapacity of the Borrower or any other reason whatsoever, such sums shall nevertheless be recoverable by the Chargee from the Chargor as if the Chargor was a principal debtor under the Revolving Credit Facility Agreement or, as applicable, such other Relevant Agreements as a separate and independent obligation of the Chargor.



3.1.2 the Chargor agrees to indemnify the Chargee on demand against any loss or liability arising out of such sums not being recoverable from the Borrower by reason of any such invalidity, inability to pay, unenforceability, legal limitation, incapacity or any other reason affecting the Secured Liabilities or the Borrower, as the case may be.

3.2 The Chargor agrees that the Chargor's obligations under Clause 3.1 shall not be exhausted by any failure or omission or delay by the Chargee or any third party to exercise any right or remedy under the Revolving Credit Facility Agreement or any of the Relevant Agreements. The Chargor agrees that any modification of the Revolving Credit Facility Agreement or any of the Relevant Agreements shall not affect the obligations of the Chargor pursuant to Clause 3.1.

#### **4. Charge**

##### **4.1 General**

4.1.1 All the Security created under this Deed:

- a. is created in favour of the Chargee;
- b. is created over present and future shares of the Chargor in the Borrower;
- c. is security for the payment and satisfaction of all the Secured Liabilities;
- d. is created by the Chargor to the extent of the Chargor's interest whether joint or several, legal or beneficial; and
- e. is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

##### **4.2 Shares**

For the consideration set forth in Clause 2 above, the Chargor charges to the Chargee by way of first fixed charge all the Chargor's right, title and interest in and to the Shares and all Related Rights.

#### **5. Representations and Warranties**

The Chargor represents and warrants to the Chargee that:

##### **5.1 Nature of security**

this Deed creates the security it purports to create and is not liable to be avoided or otherwise set aside on the bankruptcy of the Chargor or otherwise;

##### **5.2 The Shares**

5.2.1 the Chargor is the sole legal and beneficial owner of the Security Assets;

5.2.2 the Chargor has good and marketable title to the Security Assets and has full power and authority to grant to the Chargee this Security and to execute, deliver and perform the Chargor's obligations in accordance with the terms of this Deed without the consent or approval of any other person other than any consent or approval which has been obtained;

5.2.3 the Shares and, to the extent applicable, the other Security Assets, are fully paid and there are no monies or liabilities outstanding in respect of them;

5.2.4 there are no covenants, agreements, conditions, interest, rights or other matters whatsoever which adversely affect the Security Assets;



- 5.2.5 the Security Assets are free from any Security other than any security created pursuant to this Deed;
  - 5.2.6 the Chargor has not sold or otherwise disposed of or agreed to sell or otherwise dispose of or granted or agreed to grant any option in respect of all or any of its rights, title and interest in and to the Security Assets;
  - 5.2.7 the Shares have been and will at all times be duly authorised and validly issued and are and will during the subsistence of this Deed be free from any restriction on transfer or rights of pre-emption (other than rights under Section 561 of the Companies Act 2006 which, solely for the purposes of the Chargee's exercise of its rights under this Deed, the Chargor hereby waives);
  - 5.2.8 the entire issued voting share capital of the Borrower is 1 ordinary share of £1 each and the Borrower has no non-voting share capital;
  - 5.2.9 the Chargor is the legal and beneficial owner of the entire issued share capital of the Borrower and that the Borrower does not currently have in issue any other securities except the security granted to the Chargee pursuant to a guarantee, security assignment and charge entered into on or about the date hereof between the Chargee and the Borrower other than this Security; and
  - 5.2.10 no person has the right (whether now or at a future date and whether contingent or not) to subscribe for, or to convert any security into, any shares, debentures or other securities of the Borrower.
- 5.3 The representations set out in this Deed are made on the date of this Deed.

## **6. Undertakings**

### **6.1 Deposit of title documents**

The Chargor must:

- 6.1.1 immediately upon execution of this Deed deposit with the Chargee, or as the Chargee may direct, all certificates and other documents of title or evidence of ownership in relation to the Security Assets; and
  - 6.1.2 promptly upon execution of this Deed deliver to the Chargee a duly executed share transfer relating to the Security Assets (with the date left blank) in form and terms satisfactory to the Chargee, and shall after this Security becomes enforceable and after written request from the Chargee execute such other documents and take such further action as the Chargee shall require, to enable the Chargee or its nominee or any purchaser to be registered as the owner of or otherwise acquire legal title to the Security Assets. The Chargee shall not date or register, nor allow to be dated or registered, the signed share transfer until such time as this Security has become enforceable.
- 6.2 Related Rights
- 6.2.1 Subject to Clause 6.3.1 below, the Chargor shall upon the accrual, offer, issue or receipt of any Related Right deliver or pay to the Chargee or procure the delivery or payment to the Chargee of all such Related Rights or the stock or share certificates or other documents of title to or representing them together with such duly executed transfers or assignments with the name of the transferee, date and consideration left blank as the Chargee may require to enable the Chargee to vest the same in the



Chargee, its nominees or any purchaser so that the Chargee may, at any time after an Event of Default has occurred which is continuing, without notice present them for registration.

### 6.3 Voting rights and dividends

- 6.3.1 Until the security constituted by this Deed has become enforceable, the Chargor shall, for so long as the Chargor remains the registered owner of any of the Shares, continue to be entitled to exercise the rights attaching to such Shares as beneficial owner and to receive and retain any dividends or interest paid on them.
- 6.3.2 At any time after the security constituted by the Deed has become enforceable:
- a. the Chargee may exercise (in the name of the Chargor or any of the Chargor's nominees (as the case may be) and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Share or Related Right, any person who is the holder of any Share or Related Right or otherwise (including any powers given to trustees by sections 3 to 7 of the Trustee Act 2000) and the Chargor shall, and shall procure that his nominees shall, comply with any directions the Chargee may, in its absolute discretion, give concerning the exercise of those rights and powers; and
  - b. all dividends, interest and other income forming part of the Shares and Related Rights shall be paid without set-off or deduction to an interest bearing suspense account in the name of the Chargee and shall be retained by the Chargee and applied towards payment of the Secured Liabilities and any such monies which may be received by the Chargor shall, pending such payment, be held in trust for the Chargee.

### 6.4 Information

The Chargor undertakes to the Chargee to provide a copy of any report, accounts, circular or notice received in respect of or in connection with any of the Security Assets to the Chargee forthwith upon receipt by the Chargor.

### 6.5 Calls

The Chargor must pay all calls or other payments due and payable in respect of any of the Security Assets (to the extent of the Chargor's interest therein) and if the Chargor fails to do so, the Chargee may pay the calls or other payments in respect of any Security Asset on behalf of the Chargor. The Chargor must immediately on request reimburse the Chargee for any payment made by the Chargee in respect of the Chargor under this Clause 6.5.

### 6.6 Other obligations in respect of the Security Assets

- 6.6.1 The Chargor must promptly copy to the Chargee and comply with all requests for information which is within the Chargor's knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of the Security Assets and if the Chargor fails to do so, the Chargee may elect to provide such information as it may have on behalf of the Chargor.
- 6.6.2 The Chargor must comply with all other conditions and obligations assumed by it the Chargor in respect of any Security Assets (to the extent of the Chargor's interest therein).



6.6.3 The Chargee is not obliged to:

- a. perform any obligation of any Chargor;
- b. make any payment;
- c. make any enquiry as to sufficiency of any payment received by the Chargee or the Chargor; or
- d. 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 Deed.

6.7 Negative pledge

The Chargor shall not create or attempt to create or permit to arise or subsist any Security (other than this Security) on or over any Security Asset.

6.8 Restriction on dealing

The Chargor shall not (to the extent of the Chargor's interest therein):

- 6.8.1 sell, transfer or otherwise dispose of any Security Asset or permit the same to occur; or
- 6.8.2 take or permit the taking of any action whereby the rights attaching to any of the Security Assets are amended.

6.9 Maintenance of security

The Chargor shall not do or cause or permit anything to be done which may adversely affect this Security or which is a variation or abrogation of the rights attaching to or conferred by all or any part of the Security Assets without the prior written consent of the Chargee and shall take such action as the Chargee may in its discretion direct in relation to any proposed compromise, arrangement, reorganisation, conversion, repayment, offer or scheme of arrangement affecting all or any part of the Security Assets (to the extent of the Chargor's interest therein).

6.10 Indemnity

The Chargor shall indemnify the Chargee on a full indemnity basis against calls or other payments relating to the Security Assets (to the extent of the Chargor's interest therein) and any defect in the Chargor's title to the Security Assets and against all actions, proceedings, losses, costs, claims and demands suffered or incurred in respect of anything done or omitted in any way relating to the Security Assets.

6.11 Covenant to perform

The Chargor shall at all times comply with the terms (express or implied) of this Deed and of all contracts to which the Chargor is a party relating to the Secured Liabilities.

## **7. Enforcement of Security**

7.1 Event of Default

- 7.1.1 On the occurrence of any Event of Default which is continuing the Chargee shall cease to be under any further commitment to the Chargor (subject always to Clause 3.3) and the Secured Liabilities shall immediately become payable on demand.



7.1.2 This Security will become immediately enforceable at any time after the occurrence of an Event of Default which is continuing.

## 7.2 Discretion

After this Security has become enforceable, the Chargee may in its absolute discretion enforce all or any part of this Security in any manner it sees fit.

## 7.3 Statutory powers

7.3.1 The power of sale and other powers conferred by section 101 of the LPA, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

7.3.2 For the purposes of section 101 of the LPA, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

7.3.3 Section 103 (restricting the power of sale) and section 93 (restricting the right of consolidation) of the LPA do not apply to this Security or to any Security given to the Chargee pursuant to this Deed.

## 7.4 No liability as mortgagee in possession

Neither the Chargee nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

## 7.5 Privileges

Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA except that section 103 of the LPA does not apply.

## 7.6 Protection of third parties

No person (including, without limitation, a purchaser) dealing with the Chargee or a Receiver or its or his agent will be concerned to enquire:

7.6.1 whether the Secured Liabilities have become payable;

7.6.2 whether any power which the Chargee or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

7.6.3 whether any part of the Secured Liabilities remains outstanding; or

7.6.4 how any money paid to the Chargee or to that Receiver is to be applied.

## 7.7 Redemption of prior Security

7.7.1 At any time after this Security has become enforceable, the Chargee may:

- a. redeem any prior security against any Security Asset; and/or
- b. procure the transfer of that security to itself; and/or



- c. settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; and accounts so settled or passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

7.7.2 The Chargor on a several basis must pay to the Chargee, immediately on demand, the costs and expenses incurred by the Chargee in connection with any such redemption and/or transfer, including, without limitation, the payment of any principal or interest actually incurred by the Chargee in connection with the redemption.

## 7.8 Chargee's right to remedy Chargor's default

7.8.1 If the Chargor at any time defaults in complying with any of the Chargor's obligations contained in this Deed the Chargee shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Chargor irrevocably authorises the Chargee and its employees and agents by way of security to do all such things necessary or desirable in connection with such task.

7.8.2 Any monies so expended by the Chargee shall be repayable by the Chargor to the Chargee on demand. Such interest shall be compounded monthly in accordance with the normal practice of the Chargee.

## 7.9 No duty to exercise powers

The powers conferred on the Chargee by this Deed are solely to protect its interests in the Security Assets and shall not impose any duty on it to exercise any such powers. The Chargee shall not have any duty as to any Security Asset and shall incur no liability for:

7.9.1 ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters in relation to any Security Asset or the nature or sufficiency of any payment whether or not the Chargee has or is deemed to have knowledge of such matters; or

7.9.2 taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Security Asset.

## 8. Power of Sale

At any time after this Security has become enforceable, the Chargee may, without further notice to the Chargor, exercise the power to sell or otherwise dispose of the whole or any part of the Security Assets, in such manner and on such terms and for such consideration (whether payable immediately or by instalments) as the Chargee shall, in its absolute discretion, think fit and without liability for loss whatsoever, and may (without prejudice to any right which it may have under any other provision of this Deed) treat such part of the Security Assets as consists of money as if it were the proceeds of such a sale or other disposal.

## 9. Receiver

### 9.1 Appointment of Receiver

At any time after this Security has become enforceable, or if the Chargor so requests the Chargee in writing, at any time, the Chargee may without further notice appoint under seal or in writing under hand any one or more persons to be a Receiver of all or any part of the Security Assets in like manner in every respect as if the Chargee had become entitled under the LPA to exercise the power of sale conferred under the LPA.



## 9.2 Removal

The Chargee may by writing under its hand:

- a. (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it; and
- b. appoint, whenever it thinks fit, a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

## 9.3 Remuneration

The Chargee may from time to time fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the LPA will not apply. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

## 9.4 Agent of the Chargor

9.4.1 A Receiver will (save as otherwise required or provided as a matter of law) be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver and for his remuneration.

9.4.2 The Chargee will incur no liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

## 9.5 Relationship with the Chargee

At any time after this Security becomes enforceable, or if requested by the Chargor, the Chargee may, without further notice and without the restrictions contained in section 103 of the LPA and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the LPA as varied or extended by this Deed and any right, power or discretion conferred by this Deed (either expressly or impliedly) upon the Receiver of the Security Assets.

## 9.6 Right of appropriation

To the extent that any of the Security Assets constitute "financial collateral" and this Deed and the obligation of the Chargor under this Deed constitutes a "security financial collateral arrangement" in each case defined in and for the purpose of the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, the Chargee shall have the right, while this Security is enforceable, to appropriate all or any part of that Security Asset in or towards payment or discharge of the Secured Liabilities. The parties to this Deed agree that the value of a Security Asset shall be its market value determined by the Chargee by reference to a public index, independent valuation or by such other process as the Chargee may select.

## 10. Powers of Receiver

### 10.1 General

- a. Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this Clause 10 and any power conferred by this



Deed on the Chargee in addition to those conferred by the LPA on any receiver appointed under the LPA.

- 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 of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

## 10.2 Receiver's powers

A Receiver may:

- 10.2.1 take possession of, get in and collect any Security Assets;
- 10.2.2 carry on the business of the Chargor as it relates to the Security Assets as he thinks fit;
- 10.2.3 appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he may think proper and discharge any such persons appointed by the Chargor;
- 10.2.4 raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit and no person lending that money is concerned to enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed;
- 10.2.5 sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks proper and the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- 10.2.6 settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset;
- 10.2.7 bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Security Asset which may seem to him to be expedient;
- 10.2.8 give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Security Asset;
- 10.2.9 delegate his powers in accordance with Clause 13 (Delegation);
- 10.2.10 do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
- 10.2.11 exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of the same,

and may use the name of the Chargor for any of the above purposes.

## 11. Application of Proceeds



- 11.1 All monies received by the Chargee or any Receiver on enforcement of this Security must (subject to any requirement of law to the contrary) be applied in the following order of priority:
- 11.1.1 in or towards payment of any unpaid costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;
  - 11.1.2 in or towards payment and discharge of any outgoings paid and liabilities incurred by the Receiver in the exercise of any of his powers;
  - 11.1.3 in or towards payment of unpaid costs, charges and expenses incurred by the Chargee under or in connection with this Deed;
  - 11.1.4 in or towards the satisfaction of the Secured Liabilities in such order as the Chargee may conclusively determine; and
  - 11.1.5 in payment of the surplus (if any) to the applicable Chargor or other person entitled to it,

and section 109(8) of the LPA shall be deemed varied and extended in such respect.

- 11.2 This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of the Chargee to recover any shortfall from the Chargor.

## 12. Expenses and Indemnity

- 12.1 The Chargor must (in respect of himself only):
- 12.1.1 within 3 Business Days of demand pay all costs and expenses (including, without limitation, outside legal fees) incurred in connection with the enforcement, or the preservation of, any rights under this Deed by the Chargee, any Receiver, attorney, manager, agent or other person appointed by the Chargee under this Deed (the "**Indemnified Parties**");
  - 12.1.2 keep each of the Indemnified Parties indemnified against all losses, actions, claims, expenses, demands or liabilities whether in tort, contract, delict or otherwise and whether arising at common law in equity or by statute which may be incurred by or made against any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) as a consequence of:
    - a. anything done or omitted in the exercise or purported exercise of the powers contained in this Deed; or
    - b. any breach by the Chargor of any of the Chargor's obligations under this Deed; and
  - 12.1.3 keep each of the Indemnified Parties indemnified against all losses, damages, costs, charges, awards, claims, demands, expenses, judgments, actions, proceedings or other liabilities whatsoever:
    - a. incurred by or arising from any failure or delay in paying those costs or expenses including (without limitation) any arising from any actual or alleged breach by any person of any law or regulation;
    - b. which such Indemnified Party may sustain as a consequence of any breach by the Chargor of the provisions of this Deed or the exercise or purported exercise of any of the rights and powers conferred on it by this Deed, save where the



- same arises as a result of the fraud, gross negligence or wilful default of such Indemnified Party; and
- c. in respect of any matter or thing done or omitted in any way in relation to this Deed, save where the same arises as a result of the fraud, gross negligence or wilful default of such Indemnified Party.

### **13. Delegation**

#### 13.1 Power of Attorney

The Chargee or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

#### 13.2 Terms

Any delegation under Clause 13.1 (Power of Attorney) may be made upon any terms (including, without limitation, power to sub-delegate) which the Chargee or any Receiver may think fit.

#### 13.3 Liability

Neither the Chargee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

### **14. Further Assurances**

The Chargor must, at the Chargor's own expense, take whatever action the Chargee or a Receiver may reasonably require:

- 14.1.1 for creating, perfecting or protecting the security created (or intended to be created) by this Deed; or
- 14.1.2 for facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable by the Chargee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes (without limitation):

- 14.1.3 the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Chargee or to its nominee; or
- 14.1.4 the giving of any notice, order or direction and the making of any registration, which, in any such case, the Chargee may reasonably request.

### **15. Power of Attorney**

15.1 The Chargor (in respect of itself only), by way of security, irrevocably appoints the Chargee, each Receiver and any of its delegates or sub-delegates to be the Chargor's attorney and in the Chargor's name, on the Chargor's behalf and as the Chargor's act and deed:

- 15.1.1 to take any action which the Chargor is obliged to, and has failed to, take under this Deed;



- 15.1.2 following this Security becoming enforceable, to execute and complete any documents or instruments which the Chargee or such Receiver may require for perfecting the title of the Chargee to the Security Assets or for vesting the same in the Chargee, its nominees or any purchaser;
- 15.1.3 to sign, execute, seal and deliver and otherwise perfect any further security document referred to in Clause 14 (Further Assurances) which the Chargor has failed to do within 3 Business Days following the Chargee's reasonable request.
- 15.2 The Chargor (in respect of itself only) ratifies and confirms whatever any attorney does or purports to do under the Chargor's appointment under this Clause 15 and the Chargee, or any Receiver, shall provide to the Chargor copies of any documents that the Chargee or the Receiver execute on the Chargor's behalf.

## **16. Preservation of Security**

### 16.1 Continuing security

This Security is a continuing security and will secure the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

### 16.2 Reinstatement

- 16.2.1 If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) made by the Chargee in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 16.2.2 The Chargee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

### 16.3 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of the Chargor's obligations under this Deed (whether or not known to the Chargor or the Chargee). This includes:

- 16.3.1 any time, waiver or consent granted to, or composition with, the Chargor or any other person;
- 16.3.2 the release of any person under the terms of any composition or arrangement with any creditor of the Chargor;
- 16.3.3 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 Chargor or any other person;
- 16.3.4 any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to perfect, enforce, realise the full value of any security;
- 16.3.5 any incapacity or lack of power, authority or legal personality of or insolvency or dissolution or bankruptcy or status of the Chargor or any other person;



- 16.3.6 any amendment (however fundamental) or replacement of a Relevant Agreement or any other document or security so that references to that document or security in this Clause 16 include any amendment to or replacement of that document or security; or
- 16.3.7 any unenforceability, illegality, invalidity, voidability or non-provability of any obligation of any person under any Relevant Agreement or any other document or security; or
- 16.3.8 any postponement, discharge, reduction, non-provability or other similar circumstance affecting the Secured Liabilities or any other obligation of the Chargor resulting from any insolvency, liquidation, bankruptcy or similar proceedings or from any law, regulation or order so that each obligation shall for the purposes of the Chargor's obligations under this Deed be construed as if there were no such circumstances.

#### 16.4 Immediate recourse

The Chargor waives any right the Chargor may have of first requiring the Chargee (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed and no action taken or omitted by the Chargee in connection with such security or other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargor.

#### 16.5 Appropriations

- 16.5.1 The Chargee (or any trustee or agent on its behalf) may at any time during the Security Period without affecting the liability of the Chargor under this Deed:
  - a. refrain from applying or enforcing any other monies, security or rights held or received by the Chargee (or any trustee or agent on its behalf) in respect of those amounts;
  - b. apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the same; and/or
  - c. hold in a suspense account any monies received from or on account of the liability of the Chargor, or otherwise received or recovered by the Chargee, under this Deed.

#### 16.6 Non-competition

- 16.6.1 Unless the Security Period has expired or the Chargee otherwise requests, the Chargor (as applicable in respect of the Chargor's Shares) will, after a claim has been made under this Deed or by virtue of any payment or performance by the Chargor under this Deed:
  - a. be subrogated to any rights, security or monies held, received or receivable by the Chargee (or any trustee or agent on its behalf);
  - b. be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of the Chargor's liability under this Deed or require the Chargee to implement marshalling.
- 16.6.2 The Chargee shall be entitled to direct the Chargor or any other party which has an obligation to pay the Secured Liabilities or part to prove, and if so directed the Chargor or other party must prove, for the whole or any part of any debt or other claim that one or more of them may have in the liquidation or bankruptcy of any other of them to the fullest extent permitted by law and any such direction shall not affect the Chargor's liability or give the Chargor any recourse against the Chargee.



#### 16.7 No security

The Chargor (for itself only) warrants to the Chargee that the Chargor has not taken or received, and undertakes that the Chargor will not take or receive, the benefit of any security from any other person in respect of any liability of or payment by the Chargor under this Deed or otherwise in connection with this Deed.

#### 16.8 Binding obligations

This Deed shall remain binding on the Chargor notwithstanding any change in the constitution of the Chargee or the absorption of the Chargee in, or amalgamation with, or the acquisition of all or part of its undertakings or assets by, any other person, or any reconstruction or reorganisation of any kind, to the intent that this Deed shall remain valid and effective in all respects in favour of any assignee, transferee or other successor in title had been named in this Deed as a party instead of, or in addition to, the Chargee.

#### 16.9 Additional security

This Security is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Chargee.

### 17. Custody

The Chargee shall be entitled to provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with the Chargee or its nominees relating to the Security Assets and shall not be responsible for any loss of or damage to any such certificates or documents unless such loss or damage arises as a result of a wilful default or gross negligence by the Chargee.

### 18. Assignment and Transfer

#### 18.1 Assignment and Transfer from Chargor

The Chargor may not assign any of the Chargor's rights or transfer any of the Chargor's rights or obligations under this Deed.

#### 18.2 Assignment and Transfer from Chargee

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

### 19. Third Party Rights

19.1 Subject to Clauses 19.3, 19.4 and 19.5, the Receiver may rely upon and enforce the rights conferred upon it under this Deed, including, without limitation, those set out in Clauses 9.1 (Appointment of Receiver), 9.3 (Remuneration), 10 (Powers of Receiver), 11 (Application of proceeds), 12 (Expenses and indemnity) and 15 (Power of attorney) against the Chargor.

19.2 Without limiting Clause 18 (Assignment and Transfer) if the Chargee assigns its rights under this Deed to any person, such assignee may rely upon and enforce the undertakings given by the Chargor in this Deed against the Chargor (as applicable).

19.3 The third party rights referred to in Clause 19.1 (and any other terms of this Deed which provide that a third party may in his own right enforce a term of this Deed) may only be enforced by the relevant third party and subject to and in accordance with the provisions of the Contracts



(Rights of Third Parties) Act 1999 (the "**1999 Act**") and all other relevant terms of this Deed, including, without limitation, Clause 3.3 and Clause 24 (Applicable Law and Jurisdiction).

- 19.4 Notwithstanding any other provision of this Deed (including, without limitation, Clauses 19.1 and 19.2), the Chargee and the Chargor may by agreement in writing rescind or vary any of the provisions in this Deed in any way without the consent of any third party, and accordingly section 2(1) of the 1999 Act shall not apply.
- 19.5 Except as provided in Clauses 19.1 and 19.2 (or insofar as this Deed otherwise expressly provides that a third party may in his own right enforce a term of this Deed), a person who is not a party to this Deed has no right under the 1999 Act to rely upon or enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **20. Miscellaneous**

### 20.1 Ruling off

- 20.1.1 If any subsequent Security or other interest affects any Security Asset, the Chargee may open a new account for the Chargor.
- 20.1.2 If the Chargee does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that Security or other interest.
- 20.1.3 As from that time all payments made to the Chargee will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

### 20.2 Chargee's discretion

Any liability or power which may be exercised or any determination which may be made under this Deed in each case by the Chargee may be exercised or made in its absolute and unfettered discretion and the Chargee shall not be obliged to give reasons.

### 20.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Chargee, any right, power or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise or waiver of any right, power or remedy prevent any further or other exercise of any other right, power or remedy. The rights, powers and remedies provided in this Deed are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers or remedies provided by law or otherwise and may be exercised from time to time and as often as the Chargee deems expedient.

### 20.4 Severance

- 20.4.1 If any provision of this Deed shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Deed which shall remain in full force and effect.
- 20.4.2 If any provision of this Deed is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid.



## 20.5 Non-Signatories

Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other parties who execute this Deed. Such Non-Signatories may execute this Deed (or a counterpart thereof) on a subsequent date and will thereupon become bound by its provisions.

## 20.6 Set-off and withholding

- 20.6.1 All sums payable by the Chargor under this Deed shall be paid to the Chargee in full:
- a. without any set-off, condition or counterclaim whatsoever; and
  - b. free and clear of all deductions or withholdings whatsoever save only as may be required by law.
- 20.6.2 If any deduction or withholding is required by any law in respect of any payment due from the Chargor under this Deed the sum payable by the Chargor shall be increased so that, after making the minimum deduction or withholding so required, the Chargor shall pay to the Chargee, and the Chargee shall receive and be entitled to retain on the due date for payment, a net sum at least equal to the sum which it would have received had no such deduction or withholding been required to be made and the Chargor shall indemnify the Chargee against any losses or costs incurred by reason of any failure of the Chargor to make any such deduction or withholding or by reason of any increased payment not being made on the due date for such payment. The Chargor (for itself only) shall promptly deliver to the Chargee any receipts, certificates or other proof evidencing the amount (if any) paid or payable in respect of any such deduction or withholding.

## 20.7 Amendment

- 20.7.1 No modification or variation of this Deed shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Deed. For the avoidance of doubt, no modification or variation of this Deed shall be valid if made by e-mail.
- 20.7.2 Unless expressly so agreed, no modification or variation of this Deed shall constitute or be construed as a general waiver of any provisions of this Deed, nor shall it affect any rights, obligations or liabilities under this Deed which have already accrued up to the date of such modification or waiver, and the rights and obligations of the parties under this Deed shall remain in full force and effect, except and only to the extent that they are so modified or varied.

## 21. Release

At the end of the Security Period, subject to Clause 16.2 (Reinstatement), the Chargee shall, at the request and cost of the Chargor, take whatever action is reasonably necessary to release without recourse or warranty, the Security Assets, or certain of the Security Assets (as the case may be) from this Security.

## 22. Counterparts

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

## 23. Notices



### 23.1 Manner of giving notices

Any notice or other information required or authorised by this Deed to be given by either party shall be given by:

- 23.1.1 delivering it by hand;
- 23.1.2 sending it by mail, postage prepaid; or
- 23.1.3 sending it by facsimile transmission; or,
- 23.1.4 sending it by email,

to the other party at the addresses given in Clause 23.4 or 23.5 or 23.6.

### 23.2 Notices sent by hand or by post

Any notice or other information delivered by hand as provided by Clause 23.1.1 shall be deemed given on the date delivered (if delivered during the business hours of the recipient, or (if not) at the start of the next Business Day thereafter). Any notice or other information sent by post in the manner as provided by Clause 23.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the seventh day after the envelope containing it was so posted.

### 23.3 Notices sent by fax

Any notice or other information sent by facsimile transmission shall be deemed to have been duly given: (a) at the time of transmission if the facsimile is received during business hours at the place of receipt; or (b) at the start of the next Business Day if the facsimile is received outside business hours at the place of receipt provided in either case that a satisfactory transmission report is received when the facsimile is sent.

### 23.4 Notices sent by email

Any notice or other information sent by email as provided in clause 23.1.4 shall be deemed given when actually received in readable form if received during business hours (local time at the place of receipt) or (if not) at the start of the next Business Day thereafter

### 23.5 Notices to the Chargee

Any notice or other communication required to be given to the Chargee under this Deed shall be sent to the Chargee to the person and at the address detailed at the top of this Deed or such other address, facsimile number or email address and/or for such other attention as may be notified by the Chargee in accordance with this Clause.

### 23.6 Notices to the Chargor

Any notice or other communication required to be given to the Chargor under this Deed shall be sent to the Chargor to the address detailed at the top of this Deed for the Chargor or to such other address, facsimile number or email address and/or for such other attention as may be notified by the Chargor to the Chargee in accordance with this Clause.

### 23.7 Notice on a business day



Any notice or other communication received or deemed given on a day which is not a Business Day or after business hours in the place of receipt shall be deemed received and given on the next Business Day.

**24. Applicable Law and Jurisdiction**

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

THIS DEED has been executed and delivered by or on behalf of the parties on the date at the top of page 1.



EXECUTION PAGE TO CHARGE OVER SHARES

**SIGNED** by )

**BANK OF MONTREAL** )

..... 

Authorised Signatory

**EXECUTED** and unconditionally delivered as a )

deed by )

**NORTON PLACE PICTURES LIMITED** )

acting by a director )

.....

Director

In the presence of

Witness signature: .....

Witness name: .....

Witness address: .....

.....

.....

Witness occupation: .....



EXECUTION PAGE TO CHARGE OVER SHARES

**SIGNED** by )

**BANK OF MONTREAL** )

.....

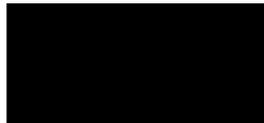
Authorised Signatory

**EXECUTED** and unconditionally delivered as a )

deed by )

**NORTON PLACE PICTURES LIMITED** )

acting by a director )



Director

In the presence of

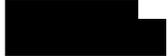


Witness signature: .....

cheryl chalfont

Witness name: .....

Witness address: .....



Witness occupation: .....

Administrator