

106915/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01 Particulars of a charge



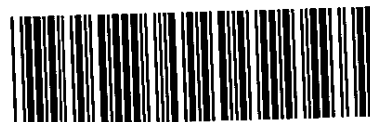
Companies House

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling
Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register a charge created or evidenced by an instrument

What this form is NOT for
You may not use this form to register a charge where there is an instrument. Use form MR08



A4MDIBOP
A07 16/12/2015 #14
COMPANIES HOUSE

WEDNESDAY

This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 09668527 ✓

Company name in full W Chump & Sons Limited ✓

For official use

→ **Filing in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date 14/12/2015 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name Amazon Alternative LLC ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

<p>4</p>	<p>Brief description</p> <p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p> <p>Brief description</p> <p>There is a fixed and floating charge over certain rights of the company in connection with the Series (as defined in the charge), these include but are not limited to trademarks, copyright and other intellectual property in the Series and rights in connection with the distribution, licensing, broadcasting and other dealings in the Series For more details please refer to the instrument</p>	<p>Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
<p>5</p>	<p>Other charge or fixed security</p> <p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes ✓</p> <p><input type="checkbox"/> No</p>	
<p>6</p>	<p>Floating charge</p> <p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue ✓</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
<p>7</p>	<p>Negative Pledge</p> <p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes ✓</p> <p><input type="checkbox"/> No</p>	
<p>8</p>	<p>Trustee statement [Ⓢ]</p> <p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input type="checkbox"/></p>	<p>[Ⓢ]This statement may be filed after the registration of the charge (use form MR06)</p>
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Coronation & Building LLP</i> X</p> <p>This form must be signed by a person with an interest in the charge</p>	

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Alexander Clarke

Company name Covington & Burling LLP

Address 265 Strand

Post town London

County/Region

Postcode WC2R 1BH

Country United Kingdom

DX

Telephone 0207 067 2380

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9668527

Charge code: 0966 8527 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2015 and created by W CHUMP & SONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2015.

Given at Companies House, Cardiff on 22nd December 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

14th December 2015

DEED OF CHARGE

in respect of a television series provisionally entitled
"Untitled Automotive Project"

- (1) W CHUMP & SONS LIMITED
- (2) AMAZON ALTERNATIVE LLC

I certify, save for material redacted pursuant to s 859G of the Companies Act 2006,
this copy instrument is a correct copy of the original instrument

Alex Clarke
Covington & Burling LLP
15 December 2015
Date

Olswang LLP
90 High Holborn
London WC1V 6XX

T +44 (0) 20 7067 3000
F +44 (0) 20 7067 3999
DN 37972 kingsway

Olswang LLP is regulated by the Solicitors Regulation Authority
www.olswang.com

CONTENTS

Clause		Page
1	DEFINITIONS AND INTERPRETATION _____	1
2	THE CHARGOR'S COVENANT _____	2
3	CHARGE _____	2
4	ENFORCEMENT _____	4
5	EXERCISE OF RIGHTS _____	4
6	PROTECTION OF THIRD PARTIES _____	7
7	REPRESENTATIONS AND WARRANTIES OF THE CHARGOR _____	8
8	UNDERTAKINGS OF THE CHARGOR _____	9
9	LICENCE _____	11
10	INDEMNITY _____	11
11	REASSIGNMENT AND UNDERTAKING FOR RELEASE _____	11
12	NATURE OF THE SECURITY _____	11
13	GRANT OF TIME OR INDULGENCE _____	12
14	POWER OF ATTORNEY _____	12
15	DELEGATION _____	13
16	NOTICE OF DEFAULT _____	13
17	ASSIGNMENT _____	13
18	VARIATION AND WAIVER _____	13
19	COUNTERPARTS _____	13
20	PARTIAL UNENFORCEABILITY _____	14
21	NOTICES _____	14
22	GOVERNING LAW _____	15
23	CLAUSE HEADINGS _____	15

THIS DEED OF CHARGE is made the

14th day of December 2015

BETWEEN

- (1) **W CHUMP & SONS LIMITED** (Company Number 09668527) whose registered office is at 90 High Holborn, London, WC1V 6XX (the "**Chargor**" which expression shall be deemed to include its successors in title and permitted assigns), and
- (2) **AMAZON ALTERNATIVE LLC** a California limited liability company (the "**Chargee**" which expression shall be deemed to include its successors in title and permitted assigns)

RECITALS

- (A) By a licence and production agreement dated with effect from 29 July 2015 between the Chargor and the Chargee (the "**Agreement**") the Chargee has agreed to advance to the Chargor certain sums for the production and completion of a television series provisionally entitled "*Untitled Automotive Project*" (the "**Series**") to be produced by the Chargor
- (B) The Chargor has agreed to execute this Deed of Charge in favour of the Chargee as security for the performance of the Secured Obligations

THE PARTIES NOW AGREE as follows

1 DEFINITIONS AND INTERPRETATION

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

"**Agreement**" shall bear the meaning given to that term in Recital (A) and be deemed to include any exhibits and schedules thereto,

"**Business Day**" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent and references to any time shall be to London time,

"**Collateral**" the property, assets and interests (whether present or future) hereby charged or to be charged or each or any of them or part thereof under the Deed in favour of the Chargee and all other property and assets which at any time are or are required to be charged in favour of the Chargee under the Deed,

"**Cycle**" means each season of the Series as more particularly defined in the Agreement,

"**Deed**" this Deed of Charge,

"**Event of Default**" means any "**Default**" which has the meaning given to it in Exhibit A of the Agreement or, subject to the provisions of clause 4, the material breach by the Chargor of any representation warranty, covenant, undertaking or other obligation of the Chargor as set out in this Deed,

"Receiver" any receiver, manager or administrative receiver,

"Secured Obligations" the Chargor's obligations set out in clause 2,

"Security Interest" any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement, encumbrance or arrangement having a similar effect, and

"Series" shall bear the meaning given to that term in Recital (A)

- 1 2 Words denoting the singular shall include the plural and vice versa, words denoting any gender shall include every gender and words denoting persons shall include corporations, partnerships or other legal entities and vice versa
- 1 3 Any reference in this Deed to any statute, statutory provision, delegated legislation, code or guideline shall be a reference thereto as the same may from time to time be amended, modified, extended varied, superseded, replaced, substituted or consolidated
- 1 4 An Event of Default is "continuing" if it has not been waived
- 1 5 Capitalised terms not otherwise defined herein shall have the same meaning as given to those terms in the Agreement
- 1 6 All instances of the word "including" shall mean including without limitation

2 THE CHARGOR'S COVENANT

In consideration of the Chargee executing the Agreement, the Chargor hereby covenants to perform all its obligations in connection with the production, completion, delivery and distribution of the Series under the Agreement and this Deed until the expiry of the Licence Term (as defined in the Agreement) and any extension thereof pursuant to the terms of the Agreement

3 CHARGE

- 3 1 Subject always to clause 11, the Chargor, by way of continuing security for (i) the performance of the Secured Obligations and (ii) any present or future claims (whether of damages, restitution or otherwise) of the Chargee against the Chargor in connection with any breach by the Chargor of any of the Secured Obligations hereby charges by way of first fixed charge in favour of the Chargee, throughout the universe the Chargor's right, title and interest in and to
- 3 1 1 all copies of the Series and any music and/or sound recordings or other works produced in connection with the Series and all materials in tangible or intangible form incorporating or reproducing the same or any part or element thereof,

- 3 1 2 all rights and properties, including, without limitation, trademarks, and physical properties created or acquired or to be created or acquired in connection with the production of the Series,
- 3 1 3 the entire copyright in and to the Series and all elements contained therein and in any music, music compositions and/or recordings including lyrics and all rights to exploit the same and to produce publish, reproduce and synchronise all or any of the same and other copyright works produced by or for the Chargee in connection with the Series,
- 3 1 4 the rights of copyright and other rights in all underlying material acquired or created by the Chargor to enable the Series to be produced and exploited in any and all media and by any and all means now known or invented in the future,
- 3 1 5 all rights to distribute, lease, license, sell, exhibit, broadcast or otherwise deal with the Series and the underlying material by all methods and means in all media throughout the universe, and
- 3 1 6 all of the Chargor's other rights in and to the Series and all elements contained therein and in any music, music compositions and/or recordings including lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same and other copyright works produced by or for the Chargor in connection with the Series,

including any extensions or renewals of any of the foregoing

- 3 2 Subject always to clause 11, the Chargor, by way of continuing security for (i) the performance of the Secured Obligations and (ii) any present or future claims (whether of damages, restitution or otherwise) of the Chargee against the Chargor in connection with any breach by the Chargor of the Secured Obligations, also charges to the Chargee by way of floating charge any assets expressed to be charged pursuant to clause 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this clause 3 2
- 3 3 The Chargee shall be entitled by notice in writing to the Chargor to convert the floating charge referred to in clause 3 2 into a fixed charge as regards any assets specified in the notice, and in any event the said floating charge shall automatically be converted into a fixed charge as regards all the assets subject to the said floating charge without notice from the Chargee to the Chargor upon the happening of any Event of Default which is continuing
- 3 4 This Deed is a continuing security and shall remain in force notwithstanding any intermediate payment or settlement of account or other matter whatsoever and is in addition to and shall not merge into or otherwise prejudice or affect any guarantee, encumbrance or other right or remedy now or hereafter held by or available to the Chargee and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any

of the same or any right which the Chargee may now or hereafter have or giving time for payment or indulgence or compounding with any other person

- 3 5 In this Deed references to "copyright", "sound recordings", "copies of sound recordings" and to all other rights therein mentioned shall (where the context requires or admits) be construed in accordance with the Copyright, Designs and Patents Act 1988

4 ENFORCEMENT

The security created by this Deed shall become enforceable upon or at any time after the happening of an Event of Default which is continuing, save that no Event of Default shall occur for a breach of any representation, warranty, covenant, undertaking or other obligation of the Chargor as set out in this Deed if such breach is remedied to the satisfaction of the Chargee within ten (10) Business Days of the written demand from the Chargee to remedy such breach, except for any breach of clauses 7 1 1, 7 1 3, 7 1 4, 8 1, 8 2, 8 7 or 17, for which no such remedy period shall apply

5 EXERCISE OF RIGHTS

- 5 1 The Chargee may at any time after the security hereby created shall have become enforceable

5 1 1 exercise all of the powers set out in the Law of Property Act 1925 and in Schedule 1 to the Insolvency Act 1986 and any other powers the Chargee may have by law,

5 1 2 in writing, appoint a Receiver over all or any part of the Collateral upon such terms as the Chargee shall think fit and remove the Receiver and appoint another in his place, and

5 1 3 exercise any or all of the powers set out in clause 5 2

- 5 2 If a Receiver is appointed he shall be the agent of the Chargor (which shall alone be personally liable for the Receiver's acts, defaults and remuneration) and, without prejudice to any other powers the Receiver may have by law (notwithstanding that he is or may not be an administrator or an administrative receiver), he shall have the power set out in the Law of Property Act 1925 and in Schedule 1 to the Insolvency Act 1986 and in addition shall have power

5 2 1 to enter upon any premises necessary and to take possession of, collect, get in or realise all and any part of the Collateral and to take enforce, defend or abandon any actions, suits and proceedings in the name of the Chargor or otherwise in relation to the Collateral as he or the Chargee shall think fit,

5 2 2 to settle adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is, or claims to be, a creditor of the Chargor or relating in any way to the Collateral or any part thereof,

- 5 2 3 to assign, sell, lease, licence, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing of any Collateral and to vary, terminate or accept surrenders of leases, licences or tenancies in respect of any of the Collateral in such manner and generally on such terms and conditions as he or the Chargee shall think fit and to carry any such transactions into effect in the name of and on behalf of the Chargor or otherwise,
- 5 2 4 to carry on, manage or concur in carrying on and managing the business of the Chargor or any part thereof including, without limitation, to take over and complete the production of the Series,
- 5 2 5 to raise or borrow any money that may be required upon the security of the whole or any part of the Collateral or without such security upon such terms as the Chargee or he shall think fit,
- 5 2 6 to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising the Collateral,
- 5 2 7 to appoint and discharge advisers, managers, agents, officers, employees, contractors and workmen at such salaries and for such periods and on such other terms as he or the Chargee may determine,
- 5 2 8 to make any arrangement or compromise, pay any compensation or incur any obligation and enter into any contracts which he or the Chargee shall think expedient in the interests of the Chargee,
- 5 2 9 to make, effect and do all maintenance, repairs, developments, reconstructions, improvements furnishings, equipment, alterations, additions, changes or insurance to or in respect of the Collateral in the interest of the Chargee for maintaining the value of the Collateral in every such case as the Chargee or he shall think fit
- 5 2 10 to make calls, conditionally or unconditionally, on the members of the Chargor in respect of its uncalled capital with the same powers for the purpose of enforcing payment of any calls so made as are by the Articles of Association of the Chargor conferred upon the directors thereof in respect of calls authorised to be made by them and to make the same in the name of the directors or in that of the Chargor or otherwise and to the exclusion of the directors' power in that respect,
- 5 2 11 to promote the formation of companies with a view to such companies purchasing leasing, licensing or otherwise acquiring interests in all or any of the Collateral, to arrange for such companies to trade or cease to trade and to purchase, lease, licence or otherwise acquire all or any of the Collateral on such terms and conditions whether or not including payment by instalments secured or unsecured as he or the Chargee shall think fit,

- 5 2 12 to manage, develop, reconstruct, improve, amalgamate or diversify or concur in managing, developing, reconstructing, improving, amalgamating or diversifying the business of the Chargor,
- 5 2 13 to delegate any of his powers under this Deed,
- 5 2 14 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he or the Chargee lawfully may or can do, and
- 5 2 15 to exercise all such other power and authority as he or the Chargee shall think fit to confer and so that he or the Chargee may in relation to all or any part of the Collateral exercise and confer any powers and authorities which it could exercise and confer if it had full title guarantee thereto and to use the name of the Chargor for any such purposes

Provided always that nothing herein contained shall make the Chargee liable to the Receiver in respect of the Receiver's remuneration, costs, charges or expenses or otherwise for which together with the Receiver's acts contracts, defaults and omissions the Chargor alone shall be liable and provided further that the Receiver's rights and powers shall be subject to the distribution rights in the Series granted to any third party with the prior written approval of the Chargee provided there has been no breach of the agreements granting such distribution rights

- 5 3 The restrictions contained in Schedules 93, 103 and 109 of the Law of Property Act 1925 shall not apply to the security hereby created
- 5 4 The Chargee or the Receiver may enforce the security created by this Deed in any order which the Chargee or the Receiver in its absolute discretion thinks fit
- 5 5 The Chargee may appoint more than one Receiver and in such event any reference in this Deed to a Receiver shall apply to both or all of the Receivers so appointed and the appointment of Receivers so made shall be deemed to be a joint and several appointment and so that the rights, powers, duties and discretions vested in the Receivers so appointed may be exercised by them all jointly or severally by each of them
- 5 6 As and when the security created hereunder becomes enforceable the Chargor declares that it will hold the Collateral (subject to the Chargor's rights of redemption) upon trust to convey, assign or otherwise deal with the same in such manner and to such person as the Chargee shall direct and declare that it shall be lawful for the Chargee by an instrument under its common seals to appoint a new trustee or trustees of the Collateral and in particular, but without limitation, at any time or times to appoint a new trustee or trustees thereof in place of the Chargor
- 5 7 The Chargee shall have the right at its complete discretion to give time or indulgence to or compound with and to make such other arrangement of whatsoever nature as it shall see fit with the Chargor or any other person, firm, company or other organisation without prejudice to

the Chargor's liability hereunder or the Chargee's right and title to the Collateral and any monies received by the Chargee from any other person, firm, company or other organisation may be applied by the Chargee to any account or transaction of such persons or otherwise as the Chargee shall see fit

- 5 8 At any time after the security created hereunder becomes enforceable or after any powers conferred by any encumbrance having priority to the security shall have become exercisable, the Chargee may redeem such or any other prior encumbrance or procure the transfer thereof to itself and may settle and pass the accounts of the encumbrancer and any account so settled and passed shall be conclusive and binding on the Chargor and all monies paid by the Chargee to the encumbrancer in accordance with such accounts shall as from such payment be due from the Chargor to the Chargee and shall bear interest, fees, costs and charges owing hereunder
- 5 9 At any time after the security created hereunder becomes enforceable the Chargee or a Receiver may (but shall not be obliged to) do all such things and incur all such expenditure as the Chargee or such Receiver shall in their sole discretion consider necessary or desirable to remedy such default or protect or realise the Collateral or its interests under this Deed and in particular (but without limitation) may enter upon the Chargor's property and may pay any monies which may be payable in respect of any of the Collateral and any monies expended in so doing by the Chargee or Receiver shall be deemed an expense properly incurred and paid by the Chargee and the Chargor shall reimburse the same on demand to the Chargee
- 5 10 Neither the Chargor, any Receiver, nor any delegate of the foregoing nor any administrator shall be liable, by reason of entering into possession of any of the Collateral, to account as mortgagee in possession in respect of all or any of the Collateral, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Collateral for which a mortgagee in possession might be liable as such
- 5 11 Any monies obtained by the Chargee or by a Receiver appointed hereunder whether by sale of any of the Collateral or obtained by carrying on the business or otherwise shall be applied
- 5 11 1 first, in payment of all costs and expenses incurred and incidental to the powers conferred on the Chargee or the Receiver hereunder, and
- 5 11 2 second, in or towards satisfaction of the Secured Obligations in accordance with the terms of the Agreement or in such other order as the Chargee shall direct

6 PROTECTION OF THIRD PARTIES

- 6 1 No purchaser, mortgagee or other third party dealing with the Chargee and/or Receiver or other person dealing with the Chargee and/or Receiver shall be concerned to enquire whether any of the powers which the Chargee or the Receiver has exercised or purported to exercise has arisen or become exercisable or whether the security created hereunder has become enforceable, the Secured Obligations have been performed or as to the propriety or validity of the exercise or purported exercise of any such power or to see to the application of any

money paid to the Chargor or such Receiver or otherwise as to the propriety or regularity or any other dealing by the Chargee or the Receiver and in the absence of bad faith on the part of such third party such dealing shall be deemed to be within the powers conferred hereunder and to be valid and effectual accordingly and the title of a purchaser and the position of such a person shall not be prejudiced by reference to any of those matters

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

7 REPRESENTATIONS AND WARRANTIES OF THE CHARGOR

- 7.1 The Chargor represents, warrants, undertakes and agrees with the Chargee as follows

7.1.1 not, without the prior written consent of the Chargee or otherwise in accordance with this Deed, to sell, transfer, dispose of or part with possession or control of or attempt to sell, transfer or dispose of the Collateral or any part of it or any interest in it,

7.1.2 immediately to notify the Chargee of any material loss, theft, damage or destruction of the Collateral or any part of it,

7.1.3 the Chargor is the legal and beneficial owner of the Collateral, subject only to the Security Interest in favour of the Chargee pursuant to the terms of this Deed,

7.1.4 the Collateral is free from any Security Interest other than the Security Interests created by this Deed,

7.1.5 the Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Collateral or any interest in the same,

7.1.6 to the best of its knowledge and belief, there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the financial value of the Collateral,

7.1.7 there is no breach of any law or regulation that materially and adversely affects the Collateral,

7.1.8 no Security Interest expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise,

7.1.9 this Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor on its part, subject to general equitable remedies which may be granted or refused at the discretion of the court, limitations on enforcement by laws relating to insolvency generally and other laws generally affecting the rights of creditors and time barring of claims under the Limitation Act 1980 and other

applicable English laws and, subject to the foregoing, is and will continue to be effective security over all and every part of the Collateral in accordance with its terms, and

7.1.10 for the purpose of The Council of the European Union Regulation No 1346/2000 on Insolvency Proceedings (the "Regulation"), the centre of main interest of the Chargor is England

7.2 The representations and warranties set out in clause 7.1 above are made by the Chargor on the date of this Deed and are deemed to be repeated on each day hereafter with reference to the facts and circumstances existing at the time of repetition until the Secured Obligations are irrevocably satisfied and discharged in full

8 UNDERTAKINGS OF THE CHARGOR

8.1 The Chargor hereby covenants with the Chargee that the Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any Security Interest upon the whole or any part of the Collateral (except any such Security Interest created in favour of the Chargee by this Deed)

8.2 The Chargor hereby covenants with the Chargee that the Chargor shall not without the Chargee's prior written consent sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Collateral, except that

8.2.1 the Chargor may grant a licence of rights in relation to the Collateral to production companies for the purpose of developing and producing a Cycle or Cycles or providing day to day services or a specific specified service in respect of the production of the Series provided that (1) each production company is approved in writing by Chargee prior to any grant of a licence to such production company, such approval being deemed to have been given if the Chargee has not responded to any written request from the Chargor within 12 Business Days after the Chargee having received such request (for the purposes of this Clause 8.2.1 (A) Chump Productions Limited, a company incorporated in England and Wales with company number 9806303 shall be deemed to remain approved by the Chargee pursuant to this Clause 8.2.1 so long as the ultimate beneficial ownership of Chump Productions Limited remains, whether directly or indirectly, 100% owned by the Artist or their respective spouses (in any combination of shareholdings as between the Artist or their respective spouses), and (B) Lawnmower Films LLC, 1215 Le Gray Ave Los Angeles CA 90042 a limited liability corporation organized in California shall be deemed to be approved by the Chargee pursuant to this Clause 8.2.1), (2) the Chargor remains the legal and beneficial owner of the Collateral at all times (subject to the Security Interests of the Chargee pursuant to this Deed), and (3) the terms of any licence granted to such production company expressly provides that (i) any work product or intellectual property created by the production company is beneficially the property of the Chargor while it is being produced by the

production company and is also immediately transferred to the Chargor once complete, and (ii) the licence shall terminate automatically upon the occurrence of an Event of Default which is continuing unless the Chargee consents in writing to such licence continuing, and

8 2 2 the Chargor may grant a licence of rights in relation to the Collateral to a third party, solely for the purposes of exploring the Collateral (other than the Series itself) in accordance with the terms of the Agreement and in the ordinary course of business provided that (1) the Chargor remains the legal and beneficial owner of the Collateral at all times (subject to the Security Interests of the Chargee pursuant to this Deed), (2) any such licence shall be on arms' length terms and not for an indefinite period or a period of such duration that would reasonably be considered to amount to a disposal of any part of the Collateral by the Chargor, (3) any such licence does not prejudice any restriction upon the Chargor or right of the Chargee pursuant to the terms of the Agreement and, to the extent that there is any conflict or contradiction between the Agreement and this Deed, the Agreement shall prevail for these purposes, (4) without prejudice to the undertaking of the Chargee in Clause 8 3, any ability for the Chargor to grant a licence to another party under this clause does not constitute a general consent to any action for which the Chargee's prior consent is required under the Agreement, and (5) any licence granted for merchandising purposes by the Chargor to any other person shall be consistent with the terms of any applicable merchandising agreement entered into between the Chargor and the Chargee from time to time

8 3 Any licences granted pursuant to sub-Clauses 8 2 1 or 8 2 2 above shall be on terms where further sub-licences are not permitted unless they also comply with the same requirements as set out in sub-Clauses 8 2 1 or 8 2 2 (as applicable) or the Chargee has otherwise given its prior written consent. The Chargee undertakes that, if the Chargor grants a licence in full compliance with the terms of either sub-Clauses 8 2 1 or 8 2 2 above (as applicable), it will not take any action against the Chargor for the granting of such licence (provided that such undertaking shall not prevent the Chargee taking any action against the Chargor in the event that any term of such licence agreement is in breach of the Agreement (save in respect of Clause XVIII(F) (Assignment) of Exhibit A to the Agreement) or this Deed other than with respect to the granting of the licence itself), nor allege a breach of Clause XVIII(F) (Assignment) of Exhibit A to the Agreement as a result of the granting of such licence

8 4 The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee, or materially diminish the financial value of any of the Collateral or the effectiveness of the security created by this Deed

8 5 The Chargor shall

8 5 1 comply with the requirements of any law and regulation relating to or materially affecting the Collateral or the use of it or any part of it, and

8.5.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Collateral or its use or that is necessary to preserve, maintain or renew any part of the Collateral

8.6 The Chargee may, at its expense, register, in the name of the Chargor, with any central register, intellectual property office or similar authority in the United States and Canada, any copyright in the Collateral and record the Chargee's Security Interest in the same. To the extent that the foregoing registration process requires any action from the Chargor in order to be completed (including counter-signing any requisite forms or filing documents), the Chargor shall provide the Chargee with reasonable and prompt assistance in relation to the same, with the Chargee paying any registration fee applicable. Without prejudice to any rights of either the Chargor or Chargee under the Agreement, the Chargor shall promptly, after a title for the Series has been agreed between the parties, apply for and register and maintain with any central register, intellectual property office or similar authority, any trademarks in the Title (as defined in the Agreement) in the following jurisdictions: each country that is a member state of the European Union (whether by way of national registrations or a Community Trade Mark), the United States, Canada, Japan, Norway and Switzerland (the "**Registration Jurisdictions**") To the extent that any additional names, designs, logos etc or other intellectual property are developed as part of the Series that are capable of being registered as trademarks, Chargor shall register with any central register, intellectual property office or similar authority, such trademarks promptly in the Registration Jurisdictions. To the extent that any of the Collateral amounts to intellectual property that is required to be registered with any central register, intellectual property office or similar authority in the United Kingdom pursuant to the foregoing provisions of this clause 8.6, the Chargor shall, at its expense, record the Security Interest of the Chargee pursuant to this Deed on such intellectual property register at or around, the same time as recording the registration of the applicable intellectual property. The Chargor shall provide the Chargee with not less than 15 Business Days' notice prior to registering any intellectual property that is required to be registered pursuant to the foregoing provisions of this clause 8.6. To the extent that any of the Collateral amounts to intellectual property that is required to be registered with any central register, intellectual property office or similar authority in any jurisdiction outside the United Kingdom pursuant to the foregoing provisions of this clause 8.6 and to the extent it is necessary or reasonably desirable to perfect the Chargee's Security Interest pursuant to this Deed, the Chargor shall provide the Chargee with all reasonable assistance (including counter-signing any requisite forms or filing documents), so as to allow the Chargee, at its expense, to record its Security Interest pursuant to this Deed on such intellectual property register at the same time (or as soon thereafter as the Chargee may request) as the recording of any registration of intellectual property (unless such registration of the Chargee's Security Interest is impossible pursuant to the local law of the jurisdiction in question, in which case, Chargor shall take any other action reasonably necessary or desirable in such jurisdiction to allow the Chargee to perfect its Security Interest in such intellectual property). The Chargor shall not knowingly (while exercising reasonable prudence) or negligently permit any intellectual property in the Collateral to be abandoned, cancelled or to lapse without the prior written consent of the Chargee

- 8 7 Notwithstanding anything contained herein if the Chargor charges, pledges or otherwise encumbers any of the Collateral the charges created herein in favour of the Chargee shall rank in priority to such other charges, pledges or encumbrances whether they be fixed, floating or otherwise
- 8 8 The Chargor shall at the expense of the Chargor (whether before or after this Deed shall have become enforceable) execute and do all such mortgages, charges, transfers, assurances, documents, acts and things in such form and otherwise as the Chargee may reasonably require for perfecting the security intended to be hereby constituted, for further charging the Collateral in order to secure further the Secured Obligations, for converting any floating charge forming part of this Deed into a fixed charge, for protecting the Chargee's interest in the Collateral or for effecting or facilitating the exercise by the Chargee of its powers, authorities and discretions hereby or by statute conferred on them or any Receiver and shall from time to time when so required by the Chargee produce to or deposit with the Chargee during the continuance of this Deed all deeds and documents of title relating to the Collateral or any of them
- 8 9 The Chargor hereby covenants and undertakes with the Chargee that it will at all times comply with the terms (express or implied) of this Deed
- 8 10 The Chargor hereby waives any present or future right of set-off it may have in respect of the Secured Obligations (including sums payable by the Chargor under this Deed)

9 LICENCE

The Chargee hereby grants to the Chargor an exclusive, irrevocable licence of all relevant assets and rights subject to the security created under or pursuant to this Deed to enable the Chargor to produce, complete and deliver the Series and to exploit all rights reserved to the Chargor pursuant to the Agreement. The licence created by this clause 9 shall terminate automatically in the event that the security created under this Deed is enforced by the Chargee pursuant to and in accordance with the terms hereof

10 INDEMNITY

The Chargee and the Receiver shall be entitled to be indemnified out of the Collateral in respect of all liabilities and expenses properly incurred in the execution or purported execution, of any of the powers, authorities or discretions vested in the Chargee or the Receiver pursuant hereto and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Collateral and the Chargee and the Receiver may retain and pay all sums in respect of the same out of any monies received under the powers hereby conferred

11 UNDERTAKING FOR RELEASE OF SECURITY

- 11 1 Upon the irrevocable and unconditional fulfilment of the Secured Obligations and when no further Secured Obligations are capable of being outstanding the Chargee undertakes to

11 1 1 release the Collateral charged hereunder, and

11 1 2 execute and deliver to the Chargor all documents and instruments reasonably required or desirable to effect the said release

12 NATURE OF THE SECURITY

12 1 This Deed shall be a continuing security to the Chargee notwithstanding any settlement or other act, omission or matter whatsoever which but for this provision might operate to release or otherwise exonerate the Chargor from its obligations hereunder or affect such obligations or release or diminish the security conferred hereunder

12 2 The security created by this Deed is in addition to and shall not be merged into, or in any way prejudice any other security interest, charge, document or right which the Chargee may now or at any time hereafter hold or have as regards the Chargor or any other person, firm or corporation in respect of the Collateral and shall not in any way be prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with, exchanging releasing, modifying or abstaining from perfecting or enforcing any of the same or any rights which it now or hereafter has and this security shall remain in full force and effect as a continuing security unless and until the Chargee shall release and discharge this Deed in accordance with clause 11

12 3 The rights granted to the Chargee hereunder are in addition to, and in no way limit or restrict, the rights granted to the Chargee in the Agreement

12 4 The exercise by the Chargee of its rights under this Deed shall in no way effect or be in substitution for such other legal or equitable rights and remedies as the Chargee may have against the Chargor or any third party

13 GRANT OF TIME OR INDULGENCE

The security created by this Deed shall not be affected or prejudiced in any way by the Chargee giving time or granting any indulgence or accepting any compromise from or compounding with or making any other arrangement with the Chargor or any other person, firm or company in respect of the Secured Obligations

14 POWER OF ATTORNEY

14 1 By way of security the Chargor irrevocably appoints the Chargee, every Receiver and every delegate separately to be the attorney of the Chargor and in its name, on its behalf and as its act and deed, to, following the occurrence of an Event of Default which is continuing, execute any documents and do any acts and things that

14 1 1 the Chargor is required to execute and do under this Deed, or

14.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Chargee, any Receiver or any delegate

14.2 The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 14.1

15 DELEGATION

The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 14). The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit. Neither the Chargee nor any Receiver shall 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, unless it has been negligent or acted with wilful misconduct when appointing the relevant delegate.

16 NOTICE OF DEFAULT

The Chargor shall give written notice to the Chargee of the occurrence of any Event of Default as soon as such occurrence becomes known to the Chargor.

17 ASSIGNMENT

Neither party shall assign any or all part of its rights and benefits hereunder to any third party without the prior written consent of the other party, except that the Chargee and any subsequent assignee may freely assign this Deed, in whole or in part, but only to an entity affiliated with, owned or controlled by or owning or controlling the Chargee, or which succeeds to substantially all of the assets of the Chargee.

18 VARIATION AND WAIVER

Any waiver or variation of any right or remedy by the Chargee (whether arising under this Deed or under the general law), or any consent given under this Deed, will only be effective if it is in writing and signed by, in the case of a waiver or consent, the waiving or consenting party, and otherwise by both parties, and applies only in the circumstances for which it was given, and shall not prevent the party giving it from subsequently relying on the relevant provision. No delay or failure to exercise any right or remedy under this Deed shall operate as a waiver of that right or remedy or constitute an election to affirm this Deed. No election or waiver in respect of this Deed on the part of the Chargee shall be effective unless it is in writing.

19 **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which is deemed to be an original and which together have the same effect as if each party had signed the same document. This Deed may be executed through the use of facsimile transmission or PDF copy via e-mail, and a counterpart of this Deed that contains the facsimile signature or PDF signature of a party, which counterpart has been transmitted by facsimile transmission or e-mail (as the case may be) to the other party at such facsimile number or e-mail address as such other party shall request, shall constitute an executed counterpart of this Deed.

20 **PARTIAL UNENFORCEABILITY**

If any clause or any part of this Deed or the application thereof to either party shall for any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Deed, which shall continue in full force and effect.

21 **NOTICES**

21.1 Any notice given under this Deed shall be in writing and in English and signed by or on behalf of the party giving it and shall be served by hand delivering it or sending it by prepaid first class recorded delivery (including without limitation special delivery) or first class registered post or fax to the address and for the attention of the relevant party set out in clause 21.2 (or as otherwise notified by that party under this clause) or in the case of an address for service outside the United Kingdom, prepaid international recorded airmail.

Any notice shall be deemed to have been received

21.1.1 if hand delivered or sent by prepaid first class recorded or registered post or prepaid international recorded airmail, at the time of delivery

21.1.2 if sent by first class post (other than by prepaid recorded or registered post), two days from the date of posting,

21.1.3 if sent by airmail (other than by prepaid international recorded airmail), five days from the date of posting, and

21.1.4 in the case of fax, at the time of transmission

Provided that if deemed receipt occurs before 9.00a.m. on a Business Day the notice shall be deemed to have been received at 9.00a.m. on that day, and if deemed receipt occurs after 5.00p.m. on a Business Day, or on any day which is not a Business Day, the notice shall be deemed to have been received at 9.00a.m. on the next Business Day.

21.2 The addresses and fax numbers of the parties for the purposes of clause 21.1 are

21.2.1 **Chargee** Amazon Alternative LLC, 1620 26th Street Suite 4000N, Santa Monica, CA 90404, United States (Attention: Associate General Counsel) fax number (206) 266-7010, email contracts-legal@amazon.com, with a courtesy copy to Amazon.com Inc of 410 Terry Ave North Seattle WA 98109 (Attention: General Counsel), and

21.2.2 **Chargor** to Olswang LLP of 90 High Holborn, London WC1V 6XX (Attention: Mark Devereux) (fax number +44 20 7067 3999),

or such other address as may be notified in writing from time to time by the relevant party to the other party. Any change to the place of service shall take effect five business days after notice of the change is received or (if later) on the date (if any) specified in the notice as the date on which the change is to take place.

21.3 Notice given under this Deed shall not be validly served if sent by email.

22 GOVERNING LAW

This Deed shall be construed and performed in all respects in accordance with, and shall be governed by, the laws of England and Wales and, subject as provided below, the parties irrevocably submit to the exclusive jurisdiction of the English courts. Nothing in this clause 22 shall limit the right of the Chargee to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction.

23 CLAUSE HEADINGS

The clause headings in this Deed are for the convenience of the parties only and shall not limit, govern or otherwise affect its interpretation in any way.

IN WITNESS whereof the Chargor and the Chargee have executed this instrument as a Deed the day, month and year first above written.

EXECUTED as a DEED by
W. CHUMP & SONS LIMITED
acting by its director in the presence of

) Director's
) Signature
)
) Print Name



ANDY WILKINSON

Witness's
Signature



Name CHENOA FINLAYSON-PUGH

Address 19 QUEENS ROAD

TWICKENHAM

TW146Z

Occupation PRODUCTION COORDINATOR

EXECUTED as a DEED by
AMAZON ALTERNATIVE LLC acting
by its authorised signatory in the
presence of

)
) Signature
)
) Print Name

Witness's
Signature

Name

Address

Occupation


EXECUTED as a DEED by) Director's
W CHUMP & SONS LIMITED) Signature
acting by its director in the presence of)
) Print Name

Witness's
Signature

Name

Address

Occupation

EXECUTED as a DEED by)
AMAZON ALTERNATIVE LLC acting) Signature 
by its authorised signatory in the)
presence of) Print Name Conrad Riggs

Witness's
Signature

Name Karen Li

Address 1620 26th Street

Suite 4000N

Santa Monica, CA 90404 USA

Occupation Associate Contract Manager