

# MR01

## Particulars of a charge



13270/13

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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://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 no  
instrument. Use form

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)  
COMPANIES HOUSE

This form must be delivered to the Registrar for registra  
21 days beginning with the day after the date of creation of  
delivered outside of the 21 days it will be rejected unless it is  
court order extending the time for delivery



You must enclose a certified copy of the instrument with this  
scanned and placed on the public record

WEDNESDAY



LD4 16/12/2015 #116  
COMPANIES HOUSE

### 1 Company details

Company number 0 8 6 9 2 7 6 8

Company name in full Journeyman Films Limited

2 For official use

→ Filling 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 d 1 1 m 1 2 y 2 0 1 5

### 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 The British Film Institute

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

# MRO1

## Particulars of a charge

<b>4</b>	<b>Description</b>	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Description	None		

<b>5</b>	<b>Fixed charge or fixed security</b>	<p>Does the instrument include a fixed 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"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	
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<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> <b>Yes</b> Continue</p> <p><input type="checkbox"/> <b>No</b> Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p>	
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<b>7</b>	<b>Negative Pledge</b>	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	
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**MRO1**  
Particulars of a charge

**8** **Trustee statement <sup>1</sup>**

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

**9** **Signature**

Please sign the form here

Signature

Signature

X 

BUSINESS AFFAIRS MANAGER ON  
BEHALF OF THE BRITISH  
FILM INSTITUTE 16/12/15

X

This form must be signed by a person with an interest in the charge

MRO1

Particulars of a charge



**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Lou Gillett**

Company name **The British Film Institute**

Address **21 Stephen Street**

Post town **London**

County/Region

Postcode **W 1 T 1 L N**

Country

DX

Telephone **020 7173 3266**



**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 8692768

Charge code: 0869 2768 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2015 and created by JOURNEYMAN FILMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2015

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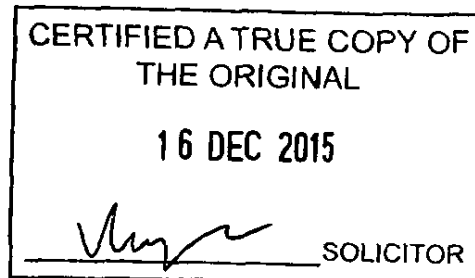
Given at Companies House, Cardiff on 22nd December 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



*The British Film Institute*

CHARGE AND DEED OF ASSIGNMENT IN  
RESPECT OF THE FILM PROVISIONALLY  
ENTITLED

**"JOURNEYMAN"**

between

**Journeyman Films Limited**

and

**The British Film Institute**

*11th December* 2015

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**THIS CHARGE AND DEED OF ASSIGNMENT IS DATED 11<sup>th</sup> December 2015**

**BETWEEN:**

- 1 **JOURNEYMAN FILMS LIMITED**, (Company Number: 08692768), a private limited company incorporated under the laws of England and Wales whose principal office is situated at Electric Works, 3 Concourse Way, Sheffield, South Yorkshire, S1 2BJ (contact Diarmid Scrimshaw, email diarmid@inflammablefilms.co.uk) (the "**Chargor**"); and
- 2 **THE BRITISH FILM INSTITUTE**, a charity incorporated by Royal Charter dated 18 July 1983 (as amended by order of Privy Council dated 19 April 2000) and registered in England under number 287780 of 21 Stephen Street, London W1T 1LN (attention: Director of Business Affairs, email will.evans@bfi.org.uk) (the "**Chargee**")

**RECITALS**

- (A) Pursuant to the PFA, the Chargee has agreed to make available to the Chargor, in connection with the financing of the Film, a portion of the production costs of the Film on the terms and conditions set out in the PFA
- (B) By way of security for the performance and discharge of its obligations under the PFA, the Chargor has agreed to execute this Charge and Deed of Assignment as security for payment, satisfaction and discharge of the Secured Liabilities and has determined that it is in its commercial interests to do so.

**NOW THIS DEED WITNESSES as follows:**

**1 INTERPRETATION**

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



**2        CONSIDERATION**

This Charge and Deed of Assignment is executed in consideration of the Chargee making available the BFI Investment to the Chargor.

**3.       COVENANT TO PAY**

The Chargor hereby covenants with the Chargee to pay or discharge to the Chargee the Secured Liabilities (as and when they fall due under the PFA or otherwise).

**4        CHARGES**

4 1       The Chargor, as owner with full title guarantee and as security for the payment, satisfaction and discharge of the Secured Liabilities, charges in favour of the Chargee (subject only to the Chargee's obligation to release specified in Clause 22.1 hereof) by way of first fixed charge, all of the Chargor's right, title and interest (whether now owned or hereafter acquired), if any, in and to the following:

- 4 1 1    all copies made or to be made of the Film, and
- 4 1 2    the Film Assets, the Rights, the Underlying Rights and the Distribution Rights, and
- 4 1 3    any other films, programmes and any sound recordings made in the course of the production of the Film or pursuant to any right acquired in connection with, or arising from, the production of the Film, and
- 4.1 4    all copies made or to be made of the scripts and musical scores of the Film and any sketches and designs produced in connection with the Film, and
- 4.1 5    all digital material, physical negative, internegative, interpositive and positive sound and visual material made or to be made incorporating or reproducing all or any part of the Film; and
- 4 1.6    any agreements for the provision of any goods, services, facilities or finance for the Film and the benefit of any insurance policy taken out for or in connection with the production or exploitation of the Film; and
- 4.1 7    the benefit of all revenues accruing to the Chargor or the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Film and/or of the Distribution Rights and/or the Underlying Rights and/or the Rights (including pursuant to the Sales Agency Agreement, Distribution Agreements (including the Presale Agreement) and the CAMA); and
- 4.1.8    the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing), and
- 4 1 9    the Delivery Materials and all other rights and properties, including physical properties acquired or to be acquired by the Chargor in connection with the Film; and

4.1 10 the proceeds of any or all of the foregoing,

PROVIDED THAT the UK Tax Credit Collateral (other than any BFI Contingent Compensation Payment Tax Credit Amount or BFI Overspend Tax Credit Amount) shall be excluded from the first fixed charge granted under this Clause 4.1

4.2 The Chargor, as owner with full title guarantee and as security for the payment, satisfaction and discharge of the Secured Liabilities, charges in favour of the Chargee by way of first floating charge all of the Chargor's undertaking, rights, title, interest and assets, whether now owned or hereafter acquired or created (including (without limitation) any assets expressed to be charged or assigned pursuant to Clauses 4.1 and 5 to the extent the same are not for the time being effectively charged by way of first fixed charge or effectively assigned (whether at law or in equity) by way of security to the Chargee) Paragraph 14, schedule B1 Insolvency Act 1986 (incorporated by schedule 16 Enterprise Act 2002) shall apply to any floating charge created pursuant to this Charge and Deed of Assignment, which floating charge is accordingly a qualifying floating charge for such purposes

## 5. **ASSIGNMENT AND TRUST**

5 1 The Chargor, as owner with full title guarantee and as security for the payment, satisfaction and discharge of the Secured Liabilities, assigns absolutely to the Chargee (subject only to the right of re-assignment in favour of the Chargor specified in Clause 22 1 hereof), all of the Chargor's right, title and interest (whether now owned or hereafter acquired or created), if any, in and to the following -

5 1.1 the Rights, the Distribution Rights and the Underlying Rights and any rights in and to the Film Assets, and

5.1 2 all that copyright in the Film and any other films, programmes and any sound recordings made in the course of the production of the Film or pursuant to any right acquired in connection with, or arising from, the production of the Film; and

5 1.3 the benefit of all revenues accruing to the Chargor or to the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Film and/or of the Distribution Rights and/or of the Underlying Rights and/or of the Rights (including pursuant to the Sales Agency Agreement, the Distribution Agreements (including the Presale Agreement) and the CAMA), and

5 1.4 all those rights of the Chargor in relation to all music composed and sketches and designs made for or used in the production of the Film including the following -

(a) the right to adapt the same for the purpose of and to reproduce the same in the form of the Film and any such other programmes and/or films as are mentioned in Clause 5 1.2 hereof; and

(b) the right (except for musical performing rights if the composer is a member of the Performing Rights Society Limited) to perform the same in public by exhibition of the Film and any such programmes and/or films as aforesaid; and

(c) such rights as the Chargor may own to broadcast the same by radio and television and to include it in cable programmes whether

by live performance of living persons or by performances of the Film, and

- 5.1 5 the benefit of all agreements entered into or to be entered into by the Chargor (or its agent) relating to the Film (including without limitation the Sales Agency Agreement, Distribution Agreements (including the Presale Agreement) and the CAMA) with all rights granted and all monies receivable thereunder and any interest thereon and the benefit of all subsisting undertakings, warranties, representations, covenants, agreements and acknowledgements therein contained, and
- 5 1.6 the benefit of any policy of insurance taken out and maintained in connection with the Film and any and all sums paid or payable thereunder; and
- 5 1.7 the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing), and
- 5 1 8 the proceeds of any or all of the foregoing,

PROVIDED THAT the UK Tax Credit Collateral (other than any BFI Contingent Compensation Payment Tax Credit Amount or BFI Overspend Tax Credit Amount) shall be excluded from this Clause 5.1

- 5 2 The Chargor shall hold on trust for the Chargee (which trust the Chargor hereby declares) the Chargor's entire interest and benefit in and to the Collateral or any part thereof which cannot be charged or assigned by the Chargor together with all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral.
- 5 3 Where any asset, right, collateral or other thing is stated to be the subject of the fixed charge made pursuant to Clause 4.1 and the assignment made pursuant to Clause 5.1, such asset, right, collateral or other thing, to the extent it may be assigned by the Chargee and to the extent such assignment has been perfected at the material time, shall be the subject of such assignment and not of such fixed charge To the extent such asset, right, collateral or other thing is not capable of being assigned by the Chargee or to the extent such assignment has not been perfected at the material time, such asset, right, collateral or other thing shall be the subject of such fixed charge and not of such assignment

## **6 WARRANTY AND NEGATIVE PLEDGE**

- 6.1 Other than the Permitted Encumbrances, there shall be no charges or other security interests, encumbrance or arrangements having the effect of conferring security interests created by the Chargor or permitted by the Chargor to arise over the Collateral or over any other of the Chargor's property otherwise than in favour of the Chargee or with the Chargee's prior written consent Notwithstanding anything to the contrary contained herein, if the Chargor charges or otherwise encumbers any of the Collateral in any manner contemplated by this Clause 6 1 the charges created in favour of the Chargee shall rank (subject to the provisions of the Interparty Agreement) in priority to such other charges or encumbrances whether they be fixed, floating or otherwise
- 6 2 The Chargor hereby warrants and undertakes with the Chargee that it is or will be absolutely entitled to the benefit of those properties (subject to the Permitted Encumbrances) and of the agreements referred to in Clauses 4 and 5 hereof (as applicable) to which it is a party (subject to the terms of such agreements) and

has full power, right and title to assign and/or charge the Collateral and is duly incorporated and validly existing and in good standing under the laws of England & Wales and has taken all action necessary to authorise the execution, performance and delivery of this Charge and Deed of Assignment.

**7. DEFAULT**

On the happening of any Event of Default or at any time thereafter, the floating charge created by Clause 4.2 shall automatically be converted with immediate effect into a fixed charge, the obligation of the Chargee to advance monies under any Relevant Agreement shall immediately terminate, the security hereby created shall become enforceable (subject always to the applicable cure period in the PFA) and the Secured Liabilities shall immediately become due and payable PROVIDED THAT solely for the purposes of this clause, the obtaining of a moratorium under Schedule A1 of the Insolvency Act 1986 or any action with a view to obtaining such a moratorium shall not cause the floating charge to automatically crystallise.

**8 EXERCISE OF RIGHTS**

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

8.1 1 without prejudice to any other powers the Chargee may have by law, exercise all of the powers set out in the Law of Property Act 1925 and in schedule 1 to the Insolvency Act 1986 and any other powers the Chargee may have by law and, in addition, all of the powers set out in Clause 8 2 below, and

8 1 2 in writing appoint a Receiver over the whole or any part of the Collateral upon customary terms as to remuneration or such reasonable variation thereof and otherwise as the Chargee shall think fit and may from time to time remove any Receiver so appointed and appoint another in his stead PROVIDED THAT solely for the purposes of this clause, the obtaining of a moratorium under Schedule A1 of the Insolvency Act 1986 or any action with a view to obtaining such a moratorium shall not cause the floating charge to automatically crystallise, and

8.1 3 appoint an administrator of the Chargor,

8.1.4 appoint equivalent or analogous persons and/or officers to any of those described above in any other jurisdiction applicable to the Chargor

8 2 If a Receiver is appointed he shall be the agent of the Chargor and, without prejudice to any other powers the Receiver may have by law, he shall have all the powers set out in the Law of Property Act 1925 and in schedule 1 to the Insolvency Act 1986 and in addition shall have power -

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

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

- 8 2.3 to assign, sell, lease, license (including, but without limitation, by appointing a replacement distributor to distribute and exploit the Collateral in place of the Chargor), grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licences or tenancies of any of the Collateral in such manner and generally on such terms and conditions as the Chargee or he shall think fit and to carry any such transactions into effect in the name of and on behalf of the Chargor or otherwise;
- 8 2.4 to take any steps that may be necessary or desirable to effect compliance with all or any of the agreements hereby charged,
- 8 2 5 to exercise all the powers of the Chargor including to carry on manage or concur in carrying on and managing the business of the Chargor in relation to the Collateral or any part thereof and the Chargor acknowledges that it shall not seek to prevent the Receiver from so carrying on or managing the Chargor's business;
- 8 2.6 to raise or borrow any money that may be required upon the security of the whole or any part of the Collateral or without such security,
- 8.2 7 to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Collateral,
- 8 2.8 to appoint and discharge advisers, managers, agents, employees, contractors and workmen in relation to the business of the Chargor relating to the Collateral at such salaries and for such periods as the Receiver may determine,
- 8 2 9 to make any arrangement or compromise, pay any compensation or incur any obligation and enter into any contracts in relation to the Collateral which the Receiver shall think expedient in the interests of the Chargee,
- 8 2.10 to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Collateral in the interests of the Chargee for maintaining the value of the Collateral in every such case as the Chargee or he shall think fit;
- 8 2.11 to make calls conditionally or unconditionally on the shareholders of the Chargor in respect of the uncalled capital of the Chargor (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 Chargor or the directors of the Chargor (as the case may be) 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 any other person's power in that behalf);
- 8 2.12 to promote the formation of companies with a view to 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, license 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 the Receiver shall think fit,

8 2.13 to manage, develop, reconstruct, improve, amalgamate or diversify or concur in managing, developing, reconstructing, improving, amalgamating or diversifying the business of the Chargor in relation to the Collateral,

8 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 lawfully may or can do, and

8 2 15 to exercise all such other power and authority in relation to the Collateral as the Chargee shall think fit and so that the Chargee may in relation to all or any part of the Collateral exercise and confer any powers and authorities which it could exercise and confer if it were the absolute beneficial owner thereof 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 his remuneration, costs, charges or expenses or otherwise for which together with the Receiver's acts, contracts, defaults and omissions the Chargor alone shall be liable.

8 3 In addition, but without prejudice, to the foregoing remedies if the security hereby created shall become enforceable the Chargee shall (without prejudice to the statutory power of sale conferred by the Law of Property Act 1925 which is applicable to this Charge and Deed of Assignment) be entitled to sell the Collateral or any part or parts thereof or otherwise exploit or turn to account the Collateral for such price and in such manner as the Chargee in its absolute discretion may think fit, without notice to the Chargor or any other formality, all of which are hereby waived by the Chargor. The Chargee shall be entitled to repayment of all costs and charges in connection therewith including all costs fees and charges it may incur as a consequence of the enforcement hereof

8 4 The restrictions contained in sections 93, 103 and 109 of the Law of Property Act 1925 shall not apply to the security hereby created.

8 5 The Chargee or the Receiver may enforce the security created by this Charge and Deed of Assignment in any order which the Chargee or the Receiver in their or its absolute discretion think(s) fit.

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

8.7 The Chargee shall not nor shall the Receiver by reason of the Chargee or the Receiver entering into possession of the Collateral or any part thereof be liable to account as mortgagee in possession or for any default or omission of any nature whatsoever for which a mortgagee in possession might be liable, or be liable for any loss or damage occasioned by or upon realisation or diminution in value happening in or about the exercise of any power conferred hereby or by statute and the Chargor shall have no right or action or claim against the Chargee on the grounds that a better price could or might have been obtained on any such realisation, sale or disposal. The Chargee and the Receiver shall be entitled to all the rights, powers, privileges and immunities conferred by statute on mortgagees and receivers.

- 8 8 If the Chargor shall without the express written agreement of the Chargee thereto create or permit to arise or subsist any encumbrance (other than the Permitted Encumbrances) affecting the Collateral of which the Chargee shall receive notice, actual or constructive, the Chargee may open a new account for the Chargor in respect of the Collateral and if the Chargee does not in fact open such new account it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Chargee shall be credited or be treated as having been credited to the new account, and such payments shall not operate to reduce the amount due from the Chargor to the Chargee at the said time until such payments may be indefeasibly so applied by the Chargee (but this Clause shall not prejudice any security which apart from this Clause the Chargee would have had but for the discharge by the Chargor of liabilities or obligations incurred after that time).
- 8.9 The Chargee may at any time without prior notice transfer, where the Chargee has more than one account for the Chargor in its books, all or any part of any balance standing to the credit of any such account to any other such account which may be in debt, combine and consolidate all or any of the accounts for the time being of the Chargor with the Chargee and/or in any event set off any monies or other assets which the Chargee may at any time hold for the account of the Chargor against the Chargor's liability under this Charge and Deed of Assignment and without prejudice to any other right of set-off or similar right to which the Chargee may be entitled in law.
- 8.10 All moneys received, recovered or realised by the Chargee under this Charge and Deed of Assignment may at the sole discretion of the Chargee be credited by the Chargee to any suspense or impersonal account pending the application from time to time of such moneys and accrued interest thereon at the rate if any agreed in writing between the Chargor and the Chargee from time to time (as the Chargee shall be entitled to do in their discretion) in or towards the payment of the Secured Liabilities
- 8 11 The proceeds of any Collateral obtained or disposed of pursuant to this Charge and Deed of Assignment shall be applied in payment of, first, any and all expenses and fees (including, but not limited to, reasonable solicitor's fees) incurred by the Chargee in obtaining, taking possession of, removing, insuring, storing and disposing of the Collateral and any and all amounts incurred by the Chargee in connection therewith (including without limitation in connection with any proceedings brought in connection with any administration of the Chargor), secondly, in or towards satisfaction of the Secured Liabilities, and thirdly any surplus then remaining following indefeasible repayment of the Secured Liabilities and foregoing fees and expenses to the Chargee shall be applied to the Chargor subject to the Chargee's entitlements under the PFA or as otherwise may be agreed pursuant to the Interparty Agreement

## **9. INDEMNITY AND INTEREST**

- 9.1 The Chargor indemnifies the Chargee, the Receiver and any administrator appointed by the Chargee in respect of, and agrees to keep the Chargee, the Receiver and any administrator appointed by the Chargee fully and effectively indemnified from and against, all liabilities and expenses properly incurred in the execution or purported execution of any of the powers, authorities or discretion vested in the Chargee, the Receiver or any administrator appointed by the Chargee pursuant hereto and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted by the Chargor in

any way relating to the Collateral and the Chargee, the Receiver and any administrator appointed by the Chargee may retain and pay all sums in respect of the same out of any moneys received under the powers hereby conferred

- 9.2 Any sums which are payable by the Chargor under this Charge and Deed of Assignment and which are paid by the Chargee or the Receiver or any administrator appointed by the Chargee, shall be repaid by the Chargor on demand, and the payment of any such sum by the Chargee or the Receiver or any administrator appointed by the Chargee shall not constitute the Chargee or the Receiver or any administrator appointed by the Chargee a mortgagee in possession of the Collateral in respect of which such payment is made

## **10 WARRANTIES, REPRESENTATIONS AND COVENANTS**

- 10.1 The Chargor hereby covenants and undertakes with the Chargee that it will comply at all times with the terms (express or implied) of this Charge and Deed of Assignment and further covenants and undertakes that it shall so long as the Secured Liabilities have not been indefeasibly paid, satisfied or discharged (as applicable) to the Chargee and until the Chargee has no obligation, actual or contingent, to make further sums available under the Relevant Agreements
- 10.1.1 remain liable under the contracts and agreements (including, without limitation, all Relevant Agreements to which it is a party) charged or assigned or to be charged or assigned hereunder to perform all the obligations assumed by it thereunder and the Chargee shall not be under any obligations or liability under or in respect of any of such contracts and agreements,
- 10.1.2 not require the Chargee to enforce any term of any of the said contracts and agreements against any party (it being acknowledged that in no circumstances shall the Chargee have any obligation so to enforce),
- 10.1.3 duly perform its obligations under the said agreements, notify the Chargee of any material default by itself and institute and maintain all such proceedings (subject to the terms hereof) as may be necessary or expedient to preserve or protect the interest of the Chargee and itself in the said agreements,
- 10.1.4 not exercise any right or power conferred on it by or available to it under the said agreements (including, without limitation, the right of termination) if to do so might adversely affect the position of the Chargee unless and until requested to do so by the Chargee. Thereupon it will exercise such right or power as the Chargee may direct;
- 10.1.5 not accept or make any claim that the said agreements have been frustrated or have ceased to be in full force if to do so might adversely affect the position of the Chargee;
- 10.1.6 not assign or otherwise dispose of any of its rights under the said agreements save pursuant to the Permitted Encumbrances or as otherwise as acknowledged and/or permitted pursuant to any Relevant Agreement approved by the Chargee,
- 10.1.7 do all such things as are necessary to maintain its corporate existence in good standing (including without limitation the filing of all necessary returns); and



- 10 1 8 upon the request of the Chargee give written notice (in such form and to such persons as the Chargee may require) of the security hereby created
- 10.2 The Chargor further covenants and undertakes with the Chargee that until the Secured Liabilities have been indefeasibly paid, satisfied or discharged (as applicable) to the Chargee –
- 10 2 1 it shall not exercise any right or power conferred on it or available to it in relation to the Collateral that might adversely affect the interests of the Chargee unless and until requested to do so by the Chargee Thereupon it will exercise such right or power as the Chargee may direct, and
- 10 2 2 it shall not assign or otherwise dispose of any of its copyright (if any) in the Collateral save pursuant to the Permitted Encumbrances or as otherwise acknowledged and/or permitted pursuant to any Relevant Agreement approved by the Chargee
- 10 3 The Chargor hereby repeats in favour of the Chargee the warranties, representations, undertakings and covenants set out in the PFA and the Interparty Agreement as if the same were set forth and incorporated herein.

**11. NATURE OF SECURITY**

Subject to Clause 22, this Charge and Deed of Assignment shall be a continuing security to the Chargee notwithstanding any settlement of account or other act, omission, matter or thing whatsoever which but for this provision might operate to release or otherwise exonerate the Chargor from its obligations hereunder or affect such obligations or release or diminish the security conferred hereunder. Such security is in addition to, and shall not be merged into, or in any way prejudice any other security interest, charge document or right which the Chargee may now or at any time hereafter hold or have as regards the Chargor or any other person firm or corporation in respect of the Collateral and shall not in any way be prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any rights which it now or hereafter has or by the Chargee giving time for payment or indulgence or compounding with any other person liable and this security shall remain in full force and effect as a continuing security unless and until the Chargee shall release and discharge this Charge and Deed of Assignment in accordance with Clause 22 hereof. 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 PFA or any other agreement. The exercise by the Chargee of its rights under this Charge and Deed of Assignment shall in no way affect or be in substitution for such other legal or equitable rights and remedies as the Chargee may have against the Chargor or any third party

**12. GRANT OF TIME OR INDULGENCE**

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

**13 PROTECTION OF THIRD PARTIES**

- 13 1 No purchaser from the Chargee and/or the Receiver or other person dealing with the Chargee and/or the Receiver shall be concerned to enquire whether any of the powers which the Chargee or the Receiver have exercised or purported to exercise have arisen or become exercisable or whether the Secured Liabilities remain outstanding or as to the propriety or validity of the exercise or purported exercise of any such power and the title of a purchaser and the position of such a person shall not be prejudiced by reference to any of those matters.
- 13 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.

**14. WAIVERS, REMEDIES CUMULATIVE**

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

**15 GOVERNING LAW**

This Charge and Deed of Assignment and any non contractual obligation or liability arising from or in connection with it shall be governed by and construed in accordance with the laws of England & Wales and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

**16. FURTHER ASSURANCE**

- 16 1 The Chargor agrees to execute all further documents reasonably required by the Chargee to give effect to or perfect the security hereby created.
- 16.2 Without limiting the generality of Clause 16 1 hereof in the event that any of the agreements relating to the Collateral are executed by the Chargor after the date of this Charge and Deed of Assignment, the Chargor will, at the request of the Chargee and the expense of the Chargor, execute supplementary charges and deeds of assignment in substantially the same form as this Charge and Deed of Assignment and execute all further documents reasonably required by the Chargee to give effect to such security and shall use all reasonable endeavours to procure that the other party of any such agreements shall execute an acceptance of assignment of the benefit thereof in such form as may be required from time to time by the Chargee.

**17 NOTICE OF DEFAULT**

The Chargor shall give written notice to the Chargee at the address set out against such party at the beginning of this Charge and Deed of Assignment or as

shall be notified from time to time to the Chargor hereafter of the occurrence of any Event of Default as soon as such occurrence becomes known to the Chargor

**18 POWER OF ATTORNEY**

18.1 The Chargor hereby irrevocably appoints the Chargee and, if any Receiver or an administrator has been appointed, each of the Chargee, the Receiver and any administrator appointed by the Chargee, to be an attorney of it in its name and on its behalf to sign, execute and deliver all deeds and documents and do all acts and things which the Chargee, the Receiver or an administrator appointed by the Chargee may reasonably require or reasonably deem appropriate for the purpose of exercising any of its powers or for the perfection, protection or realisation of any security hereby constituted, such power of attorney to expire on the date on which the Secured Liabilities hereunder are fully paid, satisfied and discharged by the Chargor. The Chargor hereby acknowledges that such appointment shall be irrevocable (until this Charge and Deed of Assignment is released and reassigned under Clause 22)

18.2 This appointment shall operate as a power of attorney for the purposes of Clause 18.1 only made under Section 10 of the Powers of Attorney Act 1971, such appointment constituting a power coupled with an interest under English law. This power of attorney shall terminate without further notice on the release and discharge of this Charge and Deed of Assignment pursuant to sub-Clause 22.1 hereof but subject to sub-Clause 22.2 hereof.

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

**19 INVALIDITY OF ANY PROVISION**

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

**20 NO PARTNERSHIP**

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

**21 ASSIGNMENT**

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

**22 RELEASE AND REASSIGNMENT**

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

22.1.1 release the Collateral charged pursuant to Clause 4 hereof;

- 22.1.2 re-assign to the Chargor or any third party continuing to have a security interest in the Collateral, the Collateral assigned pursuant to Clause 5 hereof (but not any sums by then paid to the Chargee and retained to satisfy the Secured Liabilities in respect thereof), and
- 22.1.3 execute such documents and do such things as the Chargor shall reasonably require to give effect to sub-Clauses 22.1.1 and 22.1.2 hereof.
- 22.2 Where any release and discharge (whether in respect of the Secured Liabilities or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, liquidation or otherwise, the security constituted by this Charge and Deed of Assignment (and the liability of the Chargor in respect thereof) shall continue or shall be reinstated as if there had been no such discharge or arrangement. The Chargee shall be entitled to concede or compromise any claim that any such payment, security or other disposition is liable to avoidance or repayment.
- 23 **NOTICES**
- 23.1 **Manner of giving notices**
- Any notice or other information required or authorised by this Charge and Deed of Assignment to be given by either party shall be given by
- 23.1.1 delivering it by hand; or
- 23.1.2 sending it by mail, postage prepaid,
- to the other party at the addresses given in Clause 23.4 or 23.5
- 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 email**
- Any notice or other information sent by email shall be deemed to have been duly given: (a) at the time of transmission if the email is received during business hours at the principal place of business of the recipient, or (b) at the start of the next Business Day if the email is received outside business hours at the principal place of business of the recipient provided in either case no 'out of office' response or other delivery failure message is received by the sender of the email.
- 23.4 **Notices to the Chargee**
- Any notice or other communication required to be given to the Chargee under this Charge and Deed of Assignment shall be sent to the Chargee to the person and at the address detailed at the top of this Charge and Deed of Assignment or such other address and/or email address for such other attention as may be notified by the Chargee to the Chargor.

**23.5 Notices to the Chargor**

Any notice or other communication required to be given to the Chargor under this Charge and Deed of Assignment shall be sent to the Chargor to the person and at the address detailed at the top of this Charge and Deed of Assignment or such other address and/or for such other attention as may be notified by the Chargor to the Chargee.

**23.6 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 NOTICES OF CHARGE AND ACKNOWLEDGEMENT**

The Chargor must immediately give notice to any relevant third party of this Charge in a form approved by the Chargee and to use reasonable endeavours to procure that each such third party acknowledges such notice in a form approved by the Chargee.

**25. COUNTERPARTS**

This Charge and Deed of Assignment may be executed in counterparts. A counterpart of this Charge and Deed of Assignment executed by a party and sent by facsimile or transmitted electronically in either Tagged Image Format File (TIFF) or Portable Document Format (PDF) to the other shall be treated as an original, fully binding and with full legal force and effect, and each of the parties waives any right it may have to object to such treatment.

**26. LICENCE**

26.1 The Chargee hereby grants to the Chargor a licence, revocable only in accordance with Clause 26.2 below, to produce, distribute and otherwise exploit the Film in accordance with the Relevant Agreements.

26.2 The Chargee may terminate the licence granted pursuant to Clause 26.1 above and pursuant to clause 4.12.4 of the Interparty Agreement and the licence granted under the PFA upon the happening of an Event of Default which has not been cured in accordance with any relevant provisions of the Relevant Agreement after notice thereof to the Chargor.

## **SCHEDULE 1**

### **DEFINITIONS**

**Accounts** means the Production Account for the Film and any other accounts opened by the Chargor with respect to the Film (if any) excluding the UK Tax Credit Account and the Production B Account,

**Auditor's Opinion** means the opinion in relation to the quantum of the UK Tax Credit payable in connection with the Film and the status of the Chargor as the qualifying company for the UK Tax Credit, issued by an auditor approved by the UK Tax Credit Funders (Shipleys LLP being pre-approved) in favour of the UK Tax Credit Funders,

**BFI Contingent Compensation Payment Tax Credit Amount** means any UK Tax Credit Receipts payable to the Chargee (if applicable) in accordance with the Relevant Agreements as a result of contingent compensation payments having been made by the Chargor,

**BFI Investment** means the sum made available or to be made available by the Chargee to the Chargor pursuant to and subject to the terms of the PFA;

**BFI Overspend Tax Credit Amount** means any UK Tax Credit Receipts payable to the Chargee (if applicable) in accordance with the Relevant Agreements as a result of the Chargee having funded any Overspend (as defined in the Interparty Agreement),

**CAMA** means the Collection Account Management Agreements relating to the Film to be executed, between among others the Chargee, the Chargor and the Collection Agent,

**Collateral** means the Chargor's right, title and interest in and to the property charged pursuant to Clauses 4 1 and 4 2 hereof and the property assigned pursuant to Clause 5 hereof;

**Collection Agent** means Freeway CAM B V. or any other collection agent appointed by the parties to the Interparty Agreement,

**Delivery Materials** means all the film materials to be created and delivered by the Chargor (or on its behalf) to Chargee (or to its order) pursuant to and subject to the terms of the PFA,

**Distribution Agreements** means all those distribution agreements, licences and other agreements in respect of the exploitation of the Film entered into from time to time by the Chargor and/or the Sales Agent with third party Distributors granting Distribution Rights in respect of the Film,

**Distribution Rights** means all rights of exploitation and distribution of the Film by all means and in all media throughout the universe, together with all such rights in and to the Film Assets as are necessary solely to exploit such rights, including all rights, if any, to authorise, prohibit and/or control and collect revenues from the rental, lending, private copying, fixation, reproduction and/or other exploitation of the Film by any means and/or media now known or hereafter devised as may be conferred under applicable laws, regulations and/or directives, including any so-called "Rental and Lending Rights" pursuant to any directives and/or implementing law enacted in any jurisdiction and including without limitation all allied and ancillary rights in and to the Film including without limitation all format, merchandising, commercial tie-in, literary publishing, music publishing, soundtrack album, non-broadcast (including videogram, airline and ship rights), on-line rights and all other ancillary rights whether now known or hereafter invented;

**Distributor** means a distributor under any Distribution Agreement,

**Encumbrance** means any mortgage, charge, lien, pledge, assignment, hypothecation or security interest or arrangement having similar effect,

**Event of Default** means any event specified in Schedule 2 of this Charge and Deed of Assignment,

**Film** means the theatrical motion picture provisionally entitled "Journeyman",

**Film4** means Film4, a division of Channel4 Television Corporation,

**Film Assets** means the Rights, the Delivery Materials and all other rights and materials with respect to the same as may be necessary for the production and/or exploitation of the Film;

**Intellectual Property Rights** means trade marks, service marks, trade names, design rights, copyright (including rights in computer software and databases), patents, rights in know-how, confidential information and other intellectual property rights, in each case whether registered or unregistered and including applications for and the right to apply for registration for, the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the universe, in each case only to the extent relating solely to the Film,

**Interparty Agreement** means the interparty agreement relating to the Film dated on or about the date hereof and entered into between, among others, the Chargor and the Chargee,

**Licensee** means each party to the Distribution Agreements (other than the Chargor);

**PFA** means the production finance agreement with respect to the Film dated on or about the date hereof between Chargor and Chargee;

**Permitted Encumbrances** means the security interests permitted pursuant to the terms of the Interparty Agreement,

**Presale Agreement** means the presale Distribution Agreement in respect of the UK Territory entered into by the Chargor and the Presale Distributor dated on or around the date of this Charge excluding all rights granted to Film4 under the Film4 PFA,

**Presale Distributor** means Studiocanal Limited;

**Production Account** means the production account for the Film (and any replacement) the details of which are set out in the Interparty Agreement,

**Production B Account** means the production B account for the film (and any replacement) the details of which are set out in the Interparty Agreement,

**Producer Undertaking** means the Film's individual producer's undertaking to the UK Tax Credit Funders in relation to the Film and the UK Tax Credit for the benefit of the UK Tax Credit Funders;

**POA** means the power of attorney granted by the Chargor to the Chargee in relation to the UK Tax Credit for the Film in favour of the UK Tax Credit Funders;

**Receiver** means a receiver or administrative receiver (where such an administrative receiver may be appointed) of the Collateral;

**Relevant Agreements** means this Charge and Deed of Assignment, the Security Agreements, the PFA, the Sales Agency Agreement, the Distribution Agreements, the Presale Agreement, the UK Tax Credit Documentation, the CAMA, the Interparty

Agreement, and any other agreements to which the Chargor is a party in relation to the Film;

**Relevant Parties** means any of the Chargor, each Licensee, and each party to a Relevant Agreement (other than the Chargee) and each is a **Relevant Party**;

**Rights** means

- 1 the entire copyright and all other rights whether vested or contingent, in and to the Film and all material created therefor, whether included in the final version or not,
2. all allied and ancillary rights in and to the Film including, without limitation, all format, merchandising, commercial tie-in, screenplay publishing, music publishing, soundtrack album, non broadcast (including videogram, airline and ship rights), on-line rights and all other ancillary rights whether now known or hereafter invented,
- 3 all rights of copyright, Intellectual Property Rights and any and all other rights, whether vested or contingent, present or future, in all literary, dramatic, musical and artistic material commissioned or otherwise acquired solely in connection with the production, distribution and exploitation of the Film,
4. all property and ownership in all Delivery Materials to be created or acquired in connection with the Film including the Source Material, the master negative or HD master (as applicable) and all materials held at any laboratory or facilities house from time to time,
- 5 the benefit of all contracts and agreements entered into relating to the acquisition of rights by or provision of goods or services in connection with and solely in so far as this relates to the Film including all warranties and indemnities given therein; and
6. the entire remaining benefit of all grants, licences or rights, waivers, consents, covenants, warranties, undertakings and/or representations in all of the licences and agreements solely as necessary for the production and exploitation of the Film,

**Sales Agent** means Cornerstone Films Ltd (Company number 09296617);

**Sales Agency Agreement** means the sales agency agreement entered into by the Chargor and the Sales Agent on or around the date hereof in relation to the exploitation of the Film in the Territory;

**Secured Liabilities** means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee by the Chargor in relation to the Film whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor), including any money and liabilities of the Chargor owed to a third party which have been assigned or novated or otherwise vested in the Chargee and whether pursuant to the PFA, the Interparty Agreement, the CAMA or otherwise;

**Security Agreements** means those security agreements entered into by the Relevant Parties in relation to the Film,

**Source Material** means any and all literary, dramatic, musical and artistic material incorporated in the Film, including the screenplay for the Film written by Paddy Considine and all underlying material upon which such screenplay is based (if any),



**Territory** means the world excluding the UK Territory;

**UK Tax Credit** means the payable cash element constituting a tax credit pursuant to Part 15 of the Corporation Tax Act 2009 receivable by the Chargor in respect of the qualifying expenditure for the Film which satisfies the requirements of Part 15 of the Corporation Tax Act 2009 (as amended from time to time),

**UK Tax Credit Account** means the sterling account held at Coutts & Co where the UK Tax Credit Receipts shall be paid;

**UK Tax Credit Bank Mandate** means the bank mandate relating to the account opened by the Chargor for the payment of the UK Tax Credit Receipts,

**UK Tax Credit Collateral** means the benefit of the UK Tax Credit, the UK Tax Credit Documentation, the UK Tax Credit Receipts, the Chargor's interest in the UK Tax Credit Account and all rights, title and interests in and to the UK Tax Credit,

**UK Tax Credit Documentation** means the Producer Undertaking, the POA, the UK Tax Credit Bank Mandate, the Auditor's Opinion, the Interparty Agreement and any other document referred to therein or required and agreed by the Chargee and the Chargor in relation to the UK Tax Credit for the Film and the payment of the UK Tax Credit Receipts,

**UK Tax Credit Funders** means Film4 and Screen Yorkshire Limited,

**UK Tax Credit Receipts** the actual amount of the UK Tax Credit for the Film which is received by and/or attributable to the Chargor;

**UK Territory** means the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, Gibraltar, English-speaking Malta, the Channel Islands and the Isle of Man together with their respective territorial waters, territories and possessions and military and other governmental installations, and

**Underlying Rights** means any and all rights of copyright, trade mark, patents or other intellectual property rights or other rights of whatsoever nature in the Source Material.

## **SCHEDULE 2**

### **EVENTS OF DEFAULT**

An Event of Default means any of the following.

1. an Event of Default under and as defined in the PFA,
2. default shall be made in the payment, satisfaction and/or discharge of the Secured Liabilities or any instalment of the Secured Liabilities, on the due date and in the currency and at the place in which or at which it is expressed to be payable;
3. any breach, default, failure or refusal or neglect of any Relevant Party to observe or perform any of the terms of the Relevant Agreements or any amendment to the Relevant Agreements or any event of default occurs pursuant to any of such agreements and/or documents,
4. if any of the Relevant Agreements shall be terminated or become unenforceable,
5. if any of the warranties and representations given by any Relevant Party under any of the Relevant Agreements shall at any time prove to be incorrect or false,
6. if it becomes illegal for the parties or any Relevant Party to perform their respective obligations under any of the Relevant Agreements or if any of the Relevant Agreements becomes void, invalid or unenforceable or ceases to be in full force and effect,
7. any consent, authorisation, licence, filing, registration, notarisation or other requirement of any governmental, judicial or public body or authority required or advisable in connection with the execution, delivery, performance, validity, admissibility in evidence or enforceability of the Relevant Agreements or performance by a Relevant Party of its obligations under the Relevant Agreements is modified in a manner unacceptable to the Chargee or is not granted or is revoked or terminated or expires,
8. a material adverse change in the business or financial condition of a Relevant Party or in relation to any person guaranteeing any of the Secured Liabilities or in relation to any assets, rights or monies over which a Relevant Party has security;
9. any meeting of creditors of a Relevant Party being held or any arrangement or steps being taken by a Relevant Party with a view to proposing or implementing (under any enactment or otherwise) any kind of scheme of arrangement, compromise or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986);
10. a trustee, liquidator, provisional liquidator, supervisor, receiver, administrator (in bankruptcy or otherwise), administrative receiver or other encumbrancer taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven (7) days) over the whole or any substantial part of the assets of a Relevant Party or the directors or officers of a Relevant Party requesting any person to appoint such a trustee, liquidator, supervisor, receiver, administrator, administrative receiver or other encumbrancer,
11. a Relevant Party ceasing or threatening to cease to carry on business or being or becoming unable to pay its debts within the meaning of section 123 Insolvency Act 1986 (on the basis that, in relation to sections 123(1)(e) and 123(2)

Insolvency Act 1986 the words "if it is proved to the satisfaction of the court that" are omitted) or suspending or threatening to suspend making payments with respect to all or any class of its debts,

12. a Relevant Party obtaining a moratorium or other protection from its creditors;
13. a petition being presented, or steps being taken, or a meeting being convened for the purpose of considering a resolution for the making of an administration order, the winding-up, bankruptcy or dissolution of a Relevant Party;
14. an application being presented for the making of an administration order, or there is served on any person a notice of intention to appoint an administrator or any such appointment is made in relation to any Relevant Party, or a meeting being convened for the purpose of considering a resolution for the making of such an application or the service of such a notice;
15. a decision being taken for a Relevant Party to cease to trade or any Relevant Party ceases to trade;
16. any Relevant Party changing or threatening to change the nature or scope of its business, or suspending or threatening to suspend all or a substantial part of its business operations,
17. the taking of a decision without the prior consent of the Chargee by a Relevant Party that the whole or a part of the undertaking or assets of a Relevant Party be sold, transferred or otherwise disposed of (whether or not for full consideration),
18. any indebtedness or guarantee, indemnity or similar obligation of a Relevant Party not being paid when due or called upon, or any such indebtedness or obligation being declared due prior to its stated maturity,
19. the occurrence of any event which would result in the crystallisation of any floating charge over the whole or any part of the undertaking and assets of a Relevant Party,
20. any Encumbrance which may affect any assets of any Relevant Party becoming enforceable;
21. any Encumbrance or any guarantee or indemnity given by any Relevant Party ceasing to be in full force and effect;
22. the occurrence of any event or the receipt by the Chargee of any information or the coming to the attention of the Chargee of any matter or thing which causes the Chargee to believe that all or any part of the Collateral is in danger of seizure, distress or other legal process or that all or any part of its security is otherwise for any reason in danger;
23. any Relevant Party has a written demand for the payment of sums due served upon it in accordance with section 123(1)(a) Insolvency Act 1986 or otherwise (which is not settled or disputed),
24. any Relevant Party is struck off the register of companies or otherwise ceases to exist,
25. if any event, which is in the opinion of the Chargee analogous to or having a similar effect or result to any of the events described above, shall happen in any jurisdiction to any Relevant Party, and

- 26 the Chargee determines (in its sole and absolute discretion) that the rights of any Relevant Party with respect to the Collateral are materially adversely affected as a result of any claim and/or claims asserted by any third party.

**EXECUTION PAGE TO THE BRITISH FILM INSTITUTE'S CHARGE OVER  
JOURNEYMAN FILMS LIMITED**

**"JOURNEYMAN"**

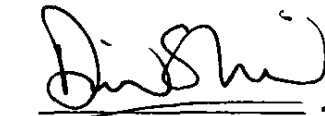
**In Witness** whereof this Charge and Deed of Assignment has been entered into the day  
and year first before written

**EXECUTED** and unconditionally delivered )

as a deed by )

**JOURNEYMAN FILMS LIMITED** )

acting by a Director )

  
Director

in the presence of.

Witness Name **VICTORIA CATTON**

Witness Signature 

Witness Address. **17 REX AVE.  
SHEFFIELD S7 2GS**

Witness Occupation. **COMPANY SECRETARY**

**EXECUTED** and unconditionally delivered )

as a deed by )

**THE BRITISH FILM INSTITUTE** )

acting by two authorised signatories )

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory

**EXECUTION PAGE TO THE BRITISH FILM INSTITUTE'S CHARGE OVER  
JOURNEYMAN FILMS LIMITED**

**"JOURNEYMAN"**

**In Witness** whereof this Charge and Deed of Assignment has been entered into the day  
and year first before written

**EXECUTED** and unconditionally delivered )

as a deed by )

**JOURNEYMAN FILMS LIMITED** )

acting by a Director )

\_\_\_\_\_  
Director

in the presence of

Witness Name ..

Witness Signature: ..

Witness Address: ..

..

Witness Occupation:

**EXECUTED** and unconditionally delivered )

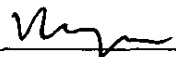
as a deed by )

**THE BRITISH FILM INSTITUTE** )

acting by two authorised signatories )

  
\_\_\_\_\_

Authorised Signatory

  
\_\_\_\_\_

Authorised Signatory