10/11/20/8/13

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 service to file this form online
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 no instrument Use form MR08

For further information, please refer to our guidance at www companieshouse gov uk

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

You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record **Do not send the origin**

THURSDAY

A55D2M20
A31 21/04/2016 #302
COMPANIES HOUSE

1 Company details

For official use 2

Company number 0 9 6 6 1 0 4 8 ✓

Company name in full INTERLUDE IN PRAGUE LIMITED ✓

→ **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 2 0 0 4 2 0 1 6 ✓

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 BRIAN ANTHONY ASHBY ✓

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

4 Brief description

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

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"

Please limit the description to the available space

Brief description

THE INTELLECTUAL PROPERTY RIGHTS IN RESPECT OF THE FILM PROVISIONALLY ENTITLED 'INTERLUDE IN PRAGUE' FOR MORE DETAILS OF ANY LAND, SHIP, AIRCRAFT, OR INTELLECTUAL PROPERTY SUBJECT TO THE CHARGE PLEASE REFER TO THE INSTRUMENT

5 Other charge or fixed security

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

- [x] **Yes**
- [ ] **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

- [x] **Yes** Continue
- [ ] **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

- [x] **Yes**

7 Negative Pledge

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

- [x] **Yes**
- [ ] **No**

8 Trustee statement ❶

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

- [ ]

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X X

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

MR01
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 PETER DALLY

Company name NEW MEDIA LAW LLP

Address 24 HANOVER SQUARE

Post town

County/Region LONDON

Postcode W1S 1JD

Country ENGLAND, UK

DX

Telephone 020 7291 1670

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

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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9661048

Charge code: 0966 1048 0002

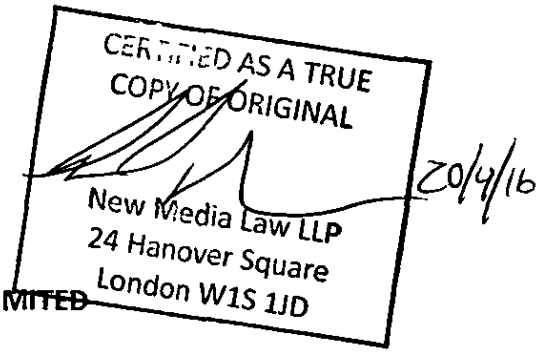
The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2016 and created by INTERLUDE IN PRAGUE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st April 2016.

Given at Companies House, Cardiff on 29th April 2016

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 20 April 2016



1. **INTERLUDE IN PRAGUE LIMITED**
2. **TRIO IN PRAGUE LIMITED**
3. **BRIAN ANTHONY ASHBY**

CHARGE AND DEED OF ASSIGNMENT

IN RESPECT OF THE FEATURE FILM PROVISIONALLY ENTITLED

"INTERLUDE IN PRAGUE"

PARTIES:

(1) **INTERLUDE IN PRAGUE LIMITED** (Company Number 09661048), a company incorporated under the laws of England and Wales whose registered office is at 99 Kenton Road, Harrow, Middlesex, HA3 0AN (**IIP Limited**),

(2) **TRIO IN PRAGUE LIMITED** (Company Number. 09948517) a company incorporated under the laws of England and wales whose registered office is at George Dally Court, Load Street, Bewdley, Worcestershire, DY12 2AF (**TIP Limited** and together with IIP Limited jointly and severally **Chargors**), and

(3) **BRIAN ANTHONY ASHBY** of Longford Hall, Longford, Ashbourne, Derbyshire, DE6 3DS (**Chargee**).

RECITALS:

(A) Pursuant to a Production and Finance agreement dated 29 February 2016 and a Commissioning Agreement of the same date (the "Ashby Funding Agreements") the Chargee has agreed to provide the Chargors with production finance in relation to the Film (as defined below),

(B) The Chargors have agreed to execute this Charge as security for the Secured Amounts.

OPERATIVE PROVISIONS:

1 INTERPRETATION

1.1 In this Charge, the following expressions shall have the following meanings unless the context otherwise requires

Accounts	any current account(s) in respect of the Film in the name of either of the Chargors, held at Coutts & Co, excluding the UK Tax Credit Account,
Administrator	an Administrator appointed in accordance with Paragraph 14 of Schedule B1 of the Insolvency Act 1986 pursuant to this Charge which by virtue of that section is a qualifying floating charge;
Assigned Agreements	those agreements referred to in clause 3 1 1 2 assigned by way of security to the Chargee by the Chargors pursuant to clause 3 1 1 2;
Charge	this charge and deed of assignment and any and all schedules, annexures and exhibits attached to it or incorporated by reference,
Charged Assets	to the extent of the Chargors' right in and title to such assets, the Film, the Rights, the UK Tax Credit Collateral, the Czech Film Incentive Collateral, the Sales Agency Agreement, the Distribution Agreements and all property and assets charged or to be charged under this Charge 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 this Charge;
Chargee	includes persons deriving title under the Chargee;
Chargee Funding	the sum detailed in the Loan Agreement which the Chargee has agreed to contribute in the form of a loan towards the financing of the Film pursuant to the Loan Agreement;
Chargors	includes persons deriving title under the Chargors or entitled to redeem this security,
Distribution Agreements	any distribution agreement entered into by the Sales Agent and/or IIP Limited and/or, in the case of the United States and Canada, a representative of IIP Limited with a third party for the exploitation of the Film;
Distributor	any distributor who is party to any of the Distribution Agreements,
Event of Default	those events defined as Events of Default under the Loan Agreement,
Film	the feature film provisionally entitled "Interlude in Prague", short particulars of which are set out in the 0,
Future Production	any and all theatrical remakes, prequels or sequels of the Film, any television series or programmes or other further or derivative audio-visual productions of any kind based on the screenplay for the Film or incorporating characters, scenes, situations or stories contained in the screenplay for the Film including, without limitation, web-based or internet productions, stage plays, direct-to-video productions and any television mini-series;
Future Production Rights	the right to develop, produce and exploit all Future Productions for the full period of copyright together with any and all renewals reversions, revivals and extensions and thereafter in so far as possible in perpetuity throughout the world,
Inter-creditor Agreement	the inter-creditor agreement dated on or about the date hereof entered into between the Chargors, the Chargee and Head Gear Films FN LTD in respect of the Film;
Ashby Funding Agreements	the agreements referred to in Recital (A) above,
Permitted Encumbrances	any lien or encumbrance, other than this Charge, in favour of the Chargee or any other security interest in respect of the Film detailed in the Inter-creditor Agreement;
Physical Materials	the materials required to be delivered to the Sales Agent pursuant to the Sales Agency Agreement or to any Distributors pursuant to any of the Distribution Agreements, together with all

	physical and digital materials of every kind or nature of or relating to the Film whether now in existence or hereafter made and all versions thereof, including, without limitation, exposed film, developed film, positives, negatives, prints, answer prints, special effects, pre-print materials, soundtracks, recordings, audio, video and digital tapes, discs and recordings of all types and gauges, cutouts, trims and any and all other physical and digital materials of every kind and nature relating to the Film in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof;
Qualifying Film	a film (as defined in section 152 and 1181(2) of the Corporation Tax Act 2009) that satisfies the requirements of sections 1195(2) to 1198(4) inclusive of the Corporation Tax Act 2006,
Rate	a rate equal to the lesser of (a) 1 5% per month (calculated daily and compounded monthly) and (b) the maximum amount permissible by law,
Receiver	any receiver or manager or administrative receiver appointed by the Chargee either solely or jointly (and if more than one on the basis that they may act jointly and severally) under or by virtue of this Charge or any other security interest of the Chargee or the Chargee's statutory powers,
Reserved Rights	the rights reserved to Brian Ashby pursuant to the chain of title documentation being print publication rights, radio rights, stage rights and author written prequel and sequel rights in the Screenplay;
Rights	the rights in respect of the Film short particulars of which are set out in the **0**;
Rights Documents	all those documents pursuant to which the Chargors acquire the Rights,
Sales Agency Agreement	the sales agency agreement entered into by IIP Limited with the Sales Agent on or around the date hereof in relation to the exploitation of the Film throughout the world excluding the United States and Canada,
Sales Agent	Carnaby International Sales & Distribution Plc whose registered office is at Staple Court, 11 Staple Inn Buildings, London WC1V 7QH,
Secured Amounts	all monies or liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred to the Chargee in relation to the Film, whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety, including interest, discount commission or other lawful charges and expenses (including, without limitation, all costs and expenses incurred

pursuant to Clauses 13 and 17 in this Charge) which the Chargee may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Chargors' account and so that interest shall be computed and compounded according to the usual mode of the Chargee as well after as before any demand made or judgement obtained hereunder;

Source Material to the extent of each Chargors' right in and title to the following, all underlying literary, dramatic, lyrical, musical, artistic and other material including, without limitation, the format, all titles, trademarks, designs, and logos used in or in connection with the Film;

UK Qualifying Expenditure expenditure incurred on the pre-production, production and post-production of a Qualifying Film which satisfies the requirements of sections 1195 to 1216 of the Corporation Tax Act 2009 and section 1310(4) of the Corporation Tax Act 2009 (as amended and/or supplemented by applicable legislation from time to time),

UK Tax Credit Account the account at Coutts & Co in the name of TIP Limited where the UK Tax Credit Proceeds shall be paid;

UK Tax Credit Collateral the UK Tax Credit Proceeds, each of the Chargors interest in the UK Tax Credit Account and the right to claim and be paid the UK Tax Credit Proceeds, and

UK Tax Credit Proceeds any payable cash element constituting a tax credit pursuant to the provisions of sections 1195 to 1216 of the Corporation Tax Act 2009 receivable by TIP Limited in respect of its UK Qualifying Expenditure

1.2 For the purposes of this Charge, all capitalised expressions not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement

1 3 Any reference in this Charge to any statute, statutory provision, document or agreement shall be construed as including a reference to that statute, statutory provision, document or agreement as from time to time amended, modified, novated extended, replaced or re-enacted, whether before or after the date of this Charge, and to all statutory instruments, orders and regulations for the time being made pursuant to such statutes or statutory provisions or deriving validity from them

1 4 Expressions used herein that are defined in the Copyright, Designs and Patents Act 1988, shall, unless the context otherwise requires, have the meaning attributed thereto in that Act

1 5 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships

1.6 The clause headings in this Charge shall not affect its interpretation

2 COVENANT TO PAY

In consideration of the Chargee making or continuing to make available the Chargee Funding, pursuant to the terms of the Ashby Funding Agreements, each Chargor covenants to pay and discharge to the Chargee the Secured Amounts as and when the same become due

3 CHARGE AND SECURITY ASSIGNMENT

3.1 As continuing security for the payment to the Chargee of the Secured Amounts and for the performance of the obligations of each Chargor under the Loan Agreement and this Charge, each Chargor with full title guarantee:

3 1 1 assigns absolutely to the Chargee throughout the world (and insofar as necessary by way of present assignment of future copyright pursuant to s 91 of the Copyright Designs and Patents Act 1988) the Chargors' right, title and interest in and to

3.1 1 1 the Rights (subject to and with the benefit of the Assigned Agreements),

3 1 1.2 the Rights Documents, the Sales Agency Agreement and any Distribution Agreement which is from time to time, now or in the future, entered into (together, the "Assigned Agreements") and all of the Chargors' right, title, benefit and interest to and in the same including, without limitation, any and all sums of money whatever payable to or on account of the Chargors pursuant to the Assigned Agreements;

3 1 1 3 the benefit of all policies of insurance now or in the future taken out in respect of the Film and/or the Rights, and

3 1 2 charges by way first fixed charge to the Chargee each of the Chargor's right, title and interest in and to

3 1 2.1 all of those assets detailed at Clause 3 1.1 above to the extent that they are not effectively assigned pursuant to that clause,

3 1.2 2 the Film (as both presently existing and to be created or acquired by the Charge all, either separately or jointly with any other party);

3 1.2 3 the Physical Materials,

3 1 2 4 the proceeds of all policies of insurance now or in the future taken out in respect of the Film and/or the Rights, and

3.1 2 5 any other assets of the Chargors in relation to the Film.

3 1 3 charges by way of a floating charge all of its present and future assets and undertaking including, but not limited to, the UK Tax Credit Collateral and the Czech Tax Incentive Collateral any and all of the Chargors' rights and interest detailed in sub-clauses 3 1 2 above if and to the extent that the first fixed charge may fail for any reason to operate as a fixed charge. Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created pursuant to this Charge so that this Charge is a qualifying floating charge

3 2 Each Chargor will hold in trust for the Chargee each Chargor's entire interest and benefit in and to the Charged Assets and all other assets intended to be subject to a security interest under this Deed including, without limitation, any part of the Charged Assets which cannot be charged or assigned by the Chargors together with, without limitation, all proceeds, money and other rights and benefits to which each Chargor is beneficially entitled in respect of such Charged Assets

3 3 This Charge shall remain in force as a continuing security to the Chargee notwithstanding any settlement of account or any other act, event or matter whatever, except only for the execution by the Chargee of an absolute and unconditional release, or the execution by or on behalf of the Chargee of a receipt for all, and not part only, of the Secured Amounts, and this Charge shall not prejudice or affect any other security which the Chargee may now or at any time hereafter hold in respect of the Secured Amounts or any of them or any part thereof respectively

3 4 Notwithstanding the provisions of Clause **Error! Reference source not found.** hereof, the Chargors may draw from the Accounts from time to time any and all monies required to satisfy the proper costs of production of the Film in accordance with the Cash Flow Schedule and the Budget unless and until an Event of Default occurs

3 5 The Chargee hereby grants each Chargor a licence to undertake and complete the production, post-production, completion and delivery of the Film, subject in all respects to the security hereby created, and each Chargor hereby agrees that the Chargee may terminate such licence if the security hereby created becomes enforceable for any reason whatsoever.

4 CONVERSION OF FLOATING CHARGE AND AUTOMATIC CRYSTALLISATION

4 1 The Chargee may at any time, by notice in writing to the Chargors, convert the floating charge created hereunder into a fixed charge in relation to the assets specified in such notice

4 2 Upon the occurrence of any Event of Default the floating charge created hereunder will (in addition to the circumstances in which the same will occur under the general law) immediately and automatically, without any requirement for notice by the Chargee, convert into a fixed charge over all the assets of the Chargors that are the subject of the floating charge **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.

5 ENFORCEMENT

5 1 The Charge created hereby shall become enforceable at any time after the occurrence of an Event of Default.

5.2 On or at any time after this Charge has become enforceable (and without prejudice to the statutory power of sale conferred by the Law of Property Act 1925 which is applicable to this Charge), the Chargee shall be entitled to sell the Charged Assets or any part or parts of them or otherwise exploit them or turn them to account for such price and in such manner as the Chargee in its absolute discretion may think fit

5 3 The Chargee shall, on receipt of any proceeds resulting from any of the acts of enforcement referred to in Clause 5 2, apply the same in or towards repayment of any part of the Secured Amounts as the Chargee decides The Chargee shall be entitled to the repayment of all costs, fees and charges it may incur as a consequence of the enforcement of this Charge

5.4 If, on enforcement of this Charge, there shall remain any sum of money after all Secured Amounts have been paid in full, such sum of money shall be made available to the Chargors or other person entitled thereto

5.5 The Law of Property Act 1925 Section 103 and the restriction contained in Section 93 shall not apply to the security created by this Charge

5 6 In addition to the foregoing provisions of this Clause, the Chargee may at any time after an Event of Default occurs appoint in writing a Receiver or Receivers, or an Administrator pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986, in respect of the Charged Assets or any part of them on such terms as to remuneration and otherwise as it shall think fit, and may from time to time remove any Receiver and appoint another in his or their 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 of itself (but without prejudice to the Chargee's rights should other Events of Default then exist) entitle the Chargee to appoint a Receiver.

5 7 If a Receiver is appointed, such Receiver shall be the agent of each Chargor and have all the powers set out in Schedules 1 and B1 to the Insolvency Act 1986 and, in addition, shall have the power·

5 7.1 to take possession of, get in and enforce the Charged Assets;

5 7 2 to take any steps that may be necessary or desirable to effect compliance with any or all of the agreements charged or assigned pursuant to this Charge and to carry on, manage or concur in carrying on and managing the business of each Chargor or any part of the same in relation to the Film, and for any of those purposes to raise or borrow from the Chargee or otherwise any money that may be required upon the security of the whole or any part of the property or assets charged or assigned by this Charge,

5.7 3 to institute proceedings and sue in the name of the Chargors (jointly or individually) and to appoint managers, agents and employees at such salaries as the Receiver may determine,

5 7 4 to sell or license or concur in selling or licensing the interest of each Chargor in the Charged Assets or otherwise deal therewith and on such terms in the interest of the Chargee as the Receiver thinks fit,

5 7 5 to appoint and discharge managers, advisers, officers, agents, contractors, workmen and employees for any of the aforesaid purposes for such remuneration and on such other terms as the Chargee or the Receiver shall think fit;

5 7 6 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

5 7.7 to make any arrangement or compromise and enter into any contract or do any other act or make any omission which he shall think expedient in the interest of the Chargee and to do any other act or thing which a Receiver appointed under the Law of Property Act 1925 or the Insolvency Act 1986 would have power to do subject to the provisions of this Charge, provided always that nothing contained in this Charge

shall make the Chargee liable to such Receiver as aforesaid in respect of the Receiver's remuneration, costs, charges or expenses or otherwise.

5.8 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 its sole discretion consider necessary or desirable to remedy such default or protect or realise the Charged Assets or its interests under this Charge, and in particular (but without limitation) may enter upon the Chargors' property and may pay any monies which may be payable in respect of any of the Charged Assets, and any monies expended in so doing by the Chargee or the Receiver shall be deemed an expense properly incurred and paid by the Chargee, and the Chargors shall reimburse the same on demand to the Chargee

5.9 If an Administrator is appointed such Administrator will have all the powers conferred on them by statute including all the powers set out at Schedule 1 of the Insolvency Act 1986

6 COVENANTS AND WARRANTIES

6 1 Each Chargor warrants, undertakes and agrees with the Chargee as follows·

6 1 1 that it is the sole, absolute legal owner of the Charged Assets and that none of the Charged Assets are the subject of any mortgage, charge, lien, pledge, encumbrance or security interest other than a Permitted Encumbrance,

6 1.2 that the execution of this Charge by each Chargor will not violate, conflict with or cause a beach of any agreement, instrument or mortgage previously executed by either Chargor;

6 1 3 that each Chargor has entered into the Assigned Agreements to which it is a party and that all fees and payments of whatever nature arising directly or indirectly in connection with the Assigned Agreements and required to procure full exploitation of the Film under the terms of the Assigned Agreements have been or will be paid out of funds allocated for such purpose in the Budget prior to delivery of the Film,

6.1 4 that each Chargor has acquired the Rights, which are unencumbered subject to the Assigned Agreements and the Permitted Encumbrances;

6 1 5 not, without the prior written consent of the Chargee, to sell, transfer, dispose of or part with possession or control of or attempt to sell, transfer or dispose of the Charged Assets or any part of them or any interest in them, nor directly or indirectly create or permit to exist or be created any mortgage, charge, lien, pledge, encumbrance or security interest upon or in the Charged Assets or any part of them,

6 1 6 to ensure that the Physical Materials are maintained in good and serviceable condition (fair wear and tear excepted) and not to permit the same to be used, handled or maintained other than by persons properly qualified and trained;

6 1 7 not, without the prior written consent of the Chargee, to make any modification or permit any modification to be made to the Film or the Rights if such modification may have an adverse effect on the security of the Chargee whether under this Charge or otherwise;

6 1.8 promptly to pay, or procure the payment of, all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Film and the Rights or any part of any of them, and on demand to procure evidence of payment to the Chargee,

6 1.9 to obtain or cause to be obtained all necessary certificates, licences, permits and authorisations from time to time required for the production of the Film and the protection of the Rights in accordance with the provisions of the Assigned Agreements and the Loan Agreement and not to do or permit to be done any act or omission whereby the Film or its production, distribution, broadcast or exhibition would contravene any relevant rules and regulations for the time being in force;

6 1.10 immediately to notify the Chargee of any material loss, theft, damage or destruction to the Physical Materials and/or breach of the Rights or any part of them,

6.1 11 to give the Chargee such information concerning the location, condition, use and operation of the Physical Materials as the Chargee may reasonably require, and to procure that any persons designated by the Chargee may at all reasonable times inspect and examine the Physical Materials and the records maintained in connection with them,

6.1.12 immediately to notify the Chargee in writing if it becomes aware of any claims made by a third party with respect to the Film and/or the Rights,

6 1 13 to do all in its respective powers to protect and preserve the Rights,

6.1 14 not to allow any counterclaim or set-off or other equity in respect of any sum payable in relation to the Film and/or the Rights;

6.1 15 not to modify or vary or waive any of the Chargors' rights pursuant to any of the Assigned Agreements or the Laboratory Pledgeholder's Agreement if any or breach or terminate any such agreements without the prior written consent of the Chargee;

6.1.16 to observe and perform at all times throughout the continuance of this security all obligations and warranties on the part of each Chargor pursuant to the Loan Agreement, which warranties shall be deemed to be repeated herein for the benefit of the Chargee for the purposes of this clause,

6 1 17 that each of the Assigned Agreements does or shall constitute valid and binding obligations on the parties thereto and are in full force and effect and have not been varied or modified in any way or cancelled and no party to any such agreement is in default,

6 1 18 that, save as disclosed to the Chargee, it has no knowledge of any notification or assertion of any prior claims by any third party in priority to the Chargee's to any of the advances or other payments required to be made pursuant to the Assigned Agreements or to the Chargors' or any other party's right to compensation or other payment under the Distribution Agreements;

6.1.19 to keep all necessary and proper accounts of its dealings with the Sales Agent under the Sales Agency Agreement, and each Distributor under each Distribution Agreement and such accounts shall at all reasonable times be open to the inspection

of the Chargee or of any Receiver appointed under this Charge or of any person authorised by the Chargee or any such Receiver,

6.1 20 that each Chargor will in a timely manner perform its obligations under the Assigned Agreements and will comply with all laws and regulations from time to time relating to the Assigned Agreements or affecting their enforceability,

6 1 21 that each Chargor will do or permit to be done each and every act or thing which the Chargee may from time to time reasonably require for the purpose of enforcing the Chargee's rights under the Assigned Agreements and this Charge and will allow its name to be used as and when required by the Chargee for that purpose,

6.1 22 that each Chargor shall procure that all sums charged or assigned to the Chargee hereunder shall be paid to the Chargee or as the Chargee may direct from time to time;

6 1.23 at all times while any of the Secured Amounts remain outstanding, to maintain or procure the maintenance of maintain all insurance policies required to be maintained pursuant to the Loan Agreement

6 2 Each Chargor further covenants.

6 2 1 not to do anything nor to allow anything to be done whereby any policy or policies of insurance on the Film and/or the Rights may be or become void or voidable or whereby any such insurances might be prejudiced, cancelled, avoided or made subject to average,

6 2.2 to renew (or procure the renewal of) all insurances (where applicable) at least 14 days before the relevant policies or contracts expire, and to procure that the approved broker shall promptly confirm in writing to the Chargee when each such renewal has been effected,

6 2 3 promptly to pay or procure for the payment of all premiums, calls, contributions, or other sums payable in respect of all such insurances and to produce all relevant receipts when so required by the Chargee, failing which the Chargee may pay such premiums itself and the amount of the premiums and all costs, charges and expenses relating to that payment shall be repaid by the Chargors to the Chargee, and until so repaid shall be added to this security,

6 2 4 upon the happening of any event giving rise to a claim under any insurances, forthwith to give notice to the appropriate insurers and to the Chargee; and

6 2 5 to reimburse the Chargee the cost to the Chargee of effecting any policy of insurance to protect the interest of the Chargee in the Film and/or the Rights as mortgagee

6.3 Prior to the date hereof and on the occasion of each renewal of the insurances required pursuant to Clause 6 2 2 the Chargors shall procure that its insurance brokers issue to the Chargee a letter confirming the subsistence of the insurances in accordance with the terms hereof

6 4 The Chargee shall apply monies received pursuant to a claim for an actual, agreed or constructive total loss of the Physical Materials in the following order:

6 4 1 in or towards repayment of any part of the Secured Amounts as the Chargee decides, and

6.4 2 the surplus (if any) to be paid to the Chargors or other person entitled thereto

6.5 The Chargee shall apply all monies received pursuant to a claim for any other loss in paying directly for repairs or other charges in respect of which such proceeds were paid, or in reimbursing the Chargors for any such repairs or other charges,

6 6 The Chargee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment made under any of the Assigned Agreements or to make any claim or take any other action to collect any money or to enforce any rights and benefits assigned to the Chargee or to which the Chargee may at any time be entitled under this Charge

7 SET-OFF

In addition to any lien or right to which the Chargee may be entitled by law, the Chargee may at any time, and from time to time without notice and both before and after demand, set off the whole or any part of the Secured Amounts against any deposit or credit balance on any account of the Chargors with the Chargee (whether or not that deposit or balance is due to the Chargors).

8 GRANT OF TIME OR INDULGENCE

The security created by this Charge shall not be affected or prejudiced in any way by the Chargee giving time or granting any indulgence to the Chargors or accepting any composition from or compounding with or making any other arrangement with the Chargors and the Chargee may enforce the security created by this Charge and any other security it may hold in respect of such Secured Amounts against either or both Chargors in any order which it may in its absolute discretion think fit

9 ASSIGNMENT

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

10 PROTECTION OF THIRD PARTIES

10.1 No purchaser, mortgagee or other third party dealing with the Chargee and/or any Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable or whether the Secured Amounts 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 or other person and the position of such a person shall not be prejudiced by reference to any of those matters.

10 2 The receipt of the Chargee or any Receiver shall be an absolute and conclusive discharge to any such purchaser, mortgagee or third party, 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 any Receiver

11 PROTECTION OF THE BANK AND RECEIVER

11 1 Neither the Chargee nor the Receiver shall be liable to the Chargors in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective powers.

11 2 Without prejudice to the generality of Clause 11 1, entry into possession of the Film or the Rights or any part of them shall not render the Chargee or any Receiver liable to account as mortgagee in possession, and if and whenever the Chargee or any Receiver enters into possession of the Film or the Rights or any part of them they may at any time go out of such possession

12 POWER OF ATTORNEY

12.1 Each Chargor hereby irrevocably and by way of security appoints the Chargee and, if any Receiver has been appointed, the Chargee and Receiver jointly and severally, its Attorney and Attorneys in its name and on its behalf and as its act and deed to sign, execute and do all acts, things and documents which either Chargor is obliged or which a Receiver is empowered to execute or do under this Charge.

12 2 Subject as aforesaid, this appointment shall operate as a general power of attorney made under Section 10 of the Powers of Attorney Act 1971 This power of attorney shall terminate without further notice on the re-assignment provided under Clause 19 hereof

12 3 Each 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 or by each Chargor at the instance of the Chargee in the exercise or purported exercise of the aforesaid powers.

13 INDEMNITY

13.1 Each Chargor shall, on demand, pay to the Chargee all those expenses (including legal and out-of-pocket expenses) incurred by it in connection with any variation or consent or approval relating to this Charge or in connection with the preservation, enforcement or the attempted preservation or enforcement of its rights under this Charge

13 2 Each Chargor covenants with the Chargee fully to indemnify the Chargee and the Receiver at all times from and against all actions, proceedings, claims, demands, costs (including, without prejudice to the generality of the foregoing, legal costs of the Chargee or the Receiver on a solicitor and own client basis), awards and damages howsoever arising which the Chargee or the Receiver may incur (in the case of the Chargee, whether before or after a demand has been made for payment or discharge of the Secured Amounts):

13 2.1 in consequence of anything done or purported to be done by the Chargee or the Receiver under this Charge, the Loan Agreement, or any other document relating thereto, or of any failure by either or both Chargors to comply with its obligations to the Chargee thereunder or otherwise in connection therewith; or

13.2 2 in consequence of any payment in respect of the Secured Amounts (whether made by the Chargors, or any other party) being impeached or declared void for any reason whatsoever

13 3 The amounts payable under Clauses 13 1 and 13 2 shall incur interest at the Rate from the date on which they were paid or incurred by the Chargee or the Receiver (as the case may be), and such amounts and interest shall form part of the Secured Amounts and accordingly be secured on the Charged Assets

14 FURTHER ASSURANCE

14.1 Each Chargor shall on demand execute any document and do any other act or thing which the Chargee may reasonably specify for perfecting any security created or intended to be created by this Charge or which the Chargee or the Receiver may specify with a view to facilitating the exercise, or the proposed exercise, of any of their powers.

15 OTHER SECURITY

This security is in addition to, and shall not be merged in or in any way prejudice or be prejudiced by, any other security, interest, document or right which the Chargee may now or at any time hereafter hold or have as regards the Chargors or any other person in respect of the Secured Amounts

16 WAIVERS, REMEDIES CUMULATIVE

The powers which this Charge 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 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 these 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.

17 CHARGEE'S COSTS AND EXPENSES

All costs, charges and expenses incurred hereunder by the Chargee and all other moneys paid by the Chargee in perfecting or otherwise in connection with this security, including (without prejudice to the generality of the foregoing) all costs of the Chargee of all proceedings for enforcement of the security constituted under this Charge or for obtaining payment of the Secured Amounts (and so that any taxation of the Chargee's costs, charges and expenses shall be on the basis of solicitor and own client) shall be recoverable from the Chargors as a debt and shall bear interest accordingly and shall be charged on the Charged Assets, and the charge hereby conferred shall be in addition to (and without prejudice to) any and every other remedy, lien or security which the Chargee may have or but for the said charge would have for the Secured Amounts or any part thereof

18 POWER OF SALE

The power of sale conferred on mortgagees by the Law of Property Act 1925 shall apply to the security hereby created, but without the restrictions contained in the said Act as to giving notice or otherwise, and the statutory power of sale shall, as between the Chargee and a purchaser or other person dealing with the Chargee or a Receiver, arise on and be exercisable at any time after the execution of this Charge, provided that the Chargee shall not exercise the

said power of sale until payment of the Secured Amounts has been demanded or the Receiver has been appointed, but this proviso shall not affect such a purchaser or other person or put him upon enquiry whether such demand or appointment has been made

19 DISCHARGE AND RE-ASSIGNMENT

Upon repayment in full to the Chargee of the Secured Amounts, the Chargee will, at the request of the Chargors, discharge this Charge and re-assign the Chargors' rights in and to the assets assigned pursuant to Clause 2 hereof, including, without limitation, the Assigned Agreements

20 NOTICES

Any notice to be made under or in connection with this Charge shall be made in writing and in the English language and, unless otherwise stated, may be made by letter, or email The address, email addresses and the person for whose attention the communication is to be made of each party are those set out in the list of parties set out at the head of this Charge or any substitute address, email addresses or person as any party may notify the other party by not less than five Business Days' notice

21 INVALIDITY OF ANY PROVISION

If at any time any one or more of the provisions of this Charge 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

22 COUNTERPARTS

This Charge may be executed in any number of counterparts (which may be transmitted by fax or by electronic transmission in either Tagged Image Format Files (**TIFF**) or Portable Document Format (**PDF**) or the equivalent), each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument, but this Charge shall not be binding upon the parties until it has been signed by all the parties.

23 GOVERNING LAW

This Charge (including non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England, the courts of which shall be the courts of competent jurisdiction in respect of any dispute or claim arising out of or in connection with this Charge (including non-contractual disputes or claims)

THE SCHEDULE

THE FILM: The full length feature film having a provisional running time in between 90 and 120 minutes and presently entitled "*Interlude in Prague*", to be produced by TIP Limited, together with all tangible property now in existence and owned by the Chargors or hereafter created or acquired by the Chargors for use in the production of the Film, including but not limited to

1 all film, stock, positives, negatives, videotape, audio-tape, computer film, computer disk and pre-print elements and any other digital materials capable of producing prints and all copies of the Film and any other videotape, film or digital materials, together with the soundtrack and all sound recordings made in the course of the production of the Film or pursuant to any right acquired in connection with the production of the Film or arising therefrom, whether now or hereafter in existence, subject only to the rights of the Sales Agent in respect of the foregoing pursuant to the Sales Agency Agreement, and of any Distributor in respect of the foregoing pursuant to the relevant Distribution Agreements;

2 all copies of the screenplay(s) of the Film and musical scores thereof and any sketches and designs therefor, including copyright in the same,

3 each Chargor's interest in the Physical Materials and all property of every kind acquired for the production of the Film, including all sets, costumes, raw materials and cameras, and

4 all contracts, contract rights, agreements for personal services and other documents, receipts, books, records and files relating to the Film or the Source Material.

THE RIGHTS: All proprietary, statutory, contractual and common law rights throughout the world acquired by the Chargors, whether as owner, maker, author or otherwise, in and to the Film and any other videotape, computer film, computer disk, film, digital materials and any sound recordings made in the course of the production of the Film, including the Source Material, and without prejudice to the generality of the foregoing but subject to the Sales Agency Agreement, the Distribution Agreements and the Permitted Encumbrances

1 the sole, exclusive and irrevocable right to distribute, reproduce, exhibit, license and otherwise exploit and deal in and with the Film and any and all parts of the Film by all methods and means in any and all media systems and processes now known or in the future devised,

2 all rights of copyright in the original screenplay of the Film and in all other literary, artistic, dramatic and musical works created or to be created for and whether or not used and/or contained in the Film and, in respect of the music, all rights including the right to synchronise the same with and incorporate the same in the Film and to exploit the music and the Source Material independently of the Film (except for musical performing rights if the composer is a member of the PRS For Music Limited);

3 all ancillary and merchandising rights of every kind and nature in or to the Film, including but not limited to novelisation and publishing rights and commercial tie-ups and sponsorship excluding for the avoidance of doubt the Future Production Rights and the Reserved Rights; and

4 all rights of the Chargors pursuant to any agreement, arrangement or contract made with any person, firm or company in connection with or relating to the production or distribution of the Film

EXECUTION PAGE

CHARGE AND DEED OF ASSIGNMENT IN RELATION TO "INTERLUDE IN PRAGUE"

THIS CHARGE has been executed as a deed on the date stated on the front page

Executed and delivered as a deed by
INTERLUDE IN PRAGUE LIMITED
acting by a duly authorised director

Director

in the presence of

Witness

Name and address of Witness (Print):

HANNAH [illegible]
41 ASHLIN VALE, [illegible], [illegible]
WEST SUSSEX RH20 1LP.

Executed and delivered as a deed by
TRIO IN PRAGUE LIMITED
acting by a duly authorised director

Director

in the presence of

Witness

Name and address of Witness (Print)

SABMAD SALGH, FLAT 9 VENICE HOUSE,
HATTON ROAD, WEMBLEY, HA0 1QL

Executed and delivered as a deed by
BRIAN ANTHONY ASHBY - Authorised Signatory.

in the presence of

Witness

Name and address of Witness (Print):

MARIA MALIK, 70 SUFFIELD
ROAD, HIGHWYCOMBE, HP11 2JL

CERTIFIED AS A TRUE
COPY OF ORIGINAL

20/4/16

New Media Law LLP
24 Hanover Square
London W1S 1JD