



**Registration of a Charge**

Company name: **NOWHERE SPECIAL LIMITED**

Company number: **11851799**



X8EF633N

Received for Electronic Filing: **20/09/2019**

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**Details of Charge**

Date of creation: **17/09/2019**

Charge code: **1185 1799 0002**

Persons entitled: **NORTHERN IRELAND SCREEN COMMISSION**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LOUISE CAVANAGH**



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

Company number: 11851799

Charge code: 1185 1799 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th September 2019 and created by NOWHERE SPECIAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th September 2019 .

Given at Companies House, Cardiff on 23rd September 2019

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



**Companies House**



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

Dated 17<sup>th</sup> day of September 2019

**NOWHERE SPECIAL LIMITED**

**NORTHERN IRELAND SCREEN COMMISSION**

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**DEED OF CHARGE AND ASSIGNMENT**

Feature Film provisionally  
entitled "Nowhere Special"

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THIS DEED OF CHARGE AND ASSIGNMENT is made the 17<sup>th</sup> day of September 2019 between

1. **NOWHERE SPECIAL LIMITED** a company incorporated in England & Wales with registered number 11851799 and having its registered office at 20th Century Fox Building C/O Red Wave Films Ltd, 31-32 Soho Square, London, United Kingdom, W1D 3AP (the "Chargor" which expression shall include its successors and permitted assigns);
2. **NORTHERN IRELAND SCREEN COMMISSION**, (Company Number: NI031997) a company limited by guarantee established in Northern Ireland whose principal office is at third floor, Alfred House, 21 Alfred Street, Belfast, BT2 8ED ("the Lender" which expression shall be deemed to include its successors in title and assigns).

#### WHEREAS

- A. Under the terms of the Production Finance Agreement the Lender has agreed to advance funding to the Chargor to be applied by the Chargor towards the cost of financing the production of the Film and to be repaid pursuant to the terms of the Production Finance Agreement.
- B. The Lender has requested the Chargor and the Chargor has agreed to execute this Deed in favour of the Lender in relation to all of the Chargor's rights, title and interest in and to the Film as security for the performance and discharge of the Secured Obligations.
- C. Capitalised terms and expressions used in these Recitals shall bear the respective meanings assigned to them in clause 1.

**NOW THIS DEED WITNESSES** as follows:

#### DEFINITIONS AND INTERPRETATION

##### 1 In this Deed (including the Recitals):

- 1.1 the following expressions shall have the following meanings unless the context otherwise requires:

**"the Assigned Property" means:**

- (a) all rights of every kind and nature in and to the Literary Property in respect of the Film, including without limitation the Rights;
- (b) all rights of every kind and nature in and to any and all music and musical compositions created for, or from time to time used in, the Film, including all rights to perform, copy, record, rerecord, produce, publish, reproduce or synchronise all of such music or musical compositions and all record, soundtrack recording and music publishing rights;

- (c) all rights including copyrights, rights in copyrights, interests in copyrights and renewals and extensions of copyrights, domestic and foreign, common law and statutory, heretofore or hereafter obtained in respect of any Literary Property or otherwise in relation to the Film or any part thereof, and the right (but not the obligation) to make publication thereof for copyright purposes; to register claims under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation), to sue in the name of Lender and/or in the name of the Chargor for past, present and future infringements of copyright;
- (d) the sole and exclusive right, licence and privilege throughout the universe to copy, rent, license, exhibit, distribute, reissue, turn to account, derive revenue from and otherwise deal in or with the Film;
- (e) all collateral, allied, ancillary, subsidiary, publishing and merchandising rights of every kind and nature derived from or related to the Film or the Literary Property in respect thereof or any part thereof, including all production, exploitation, reissue rights by use of film, tape or any other recording devices now known or hereafter devised, all rights to use, exploit and license others to use or exploit any and all novelisation, publishing, commercial tie-ups and merchandising rights of every kind and nature, all rights or every kind and nature related to the title or titles of the Film, the characters appearing in the Film or the Literary Property in respect thereof and/or the names or characteristics of such characters;
- (f) the title of the Film and all of the Chargor's rights to the exclusive use thereof including rights protected pursuant to registered or unregistered trade mark, service mark, unfair competition, passing off and/or other laws, rules or principles of law or equity;
- (g) all inventions, processes, formulae, licences, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and company names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights relating to the Film, and the right (but not the obligation) to register claims under trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of the Chargor or in the name of the Lender for past, present or future infringement of trademark or patent in relation to the Film, including without limitation all licences granted to the Chargor;
- (h) the Book Debts;
- (i) the benefit of all agreements to which the Chargor is a party in relation to the Film (including without limitation to the generality of the foregoing all screenwriting agreements, option agreements and the like) and any other contracts or agreements entered into or made by the Chargor relating (whether directly or indirectly) to the Film, including all rights granted and all amounts payable thereunder, all claims of the Chargor thereunder and the benefit of all undertakings, covenants, representations and warranties made therein;

- (j) the benefit of all insurance policies and all contracts and policies of insurance or indemnity relating to any of the Collateral taken out now or in the future by or on behalf of the Chargor in relation to the Film or (to the extent of its interest) in which the Chargor has an interest, all claims of whatsoever nature relating thereto and all returns of premiums in respect of such contracts or policies in relation to the Film;
- (k) any and all bank accounts of the Chargor relating to the Film wheresoever situate and all sums standing to the credit of such accounts;
- (l) all other accounts receivable, contract rights, general intangibles, intellectual property, investment property, letter of credit rights and supporting obligations, which are related to or used in connection with the Film; and
- (m) the products and proceeds of any or all of the foregoing, including without limitation all proceeds from the distribution, exhibition, sale, rental, licensing or other exploitation of the Film or of any part of the Film and/or of any of the elements of the Film and/or of any rights in underlying material or ancillary, collateral, allied, subsidiary or merchandising rights.

**"Book Debts"** means all revenues, monies, licence fees, income and payments whatsoever, whether present, future, actual or contingent including, without limitation all claims, actions (and things in action) which may give rise to debts revenue and/or claims relating to or arising from any of the Collateral and/or the Film together with all rights and remedies relating to or for enforcing the same;

**"Collateral"** means the Assigned Property, the Fixed Charge Property and the Floating Charge Property;

**"Conveyancing Act"** means the Conveyancing and Law of Property Act 1881 (as amended);

**"Event of Default"** means any Event of Default as defined in clause 39 of the Production Finance Agreement or clause 10 below;

**"Film"** means the feature film provisionally entitled "Nowhere Special" of 90-120 (approx.) minutes' duration the production and delivery of which the Chargor undertakes to procure based upon the Script and the term "Film" shall where the context admits include all literary dramatic artistic and musical material and any sound recording incorporated into or synchronised with or otherwise forming part of the Film or produced for the purposes thereof and all negative and positive and tape material (including unused takes clips films and outtakes) produced in connection with the Film and any and all excerpts from any sound recordings and other cinematographic works or parts thereof incorporated in the Film; and for the avoidance of doubt shall include any and all alternate versions of such film in any and all formats and languages;

**"Film Materials"** means all tangible personal property and physical properties of every kind or nature whatsoever of or directly or indirectly relating to the Film including, without limitation, all drafts, duplicates and versions of all exposed film, developed film, positives, negatives, prints, answer prints, trailers, soundtracks, music and effects tracks, video masters, video and audio tapes, discs and recordings, copies of all (A) continuity lists, (B) dialogue lists, (C) spotting lists, (D) synchronization licences, (E) composers agreements, (F) contracts relating to the acquisition and production of the Film, (G) cast lists, (H) still photographs and artwork, (I) press books, (J) scripts, screenplays and story synopses, (K) credit requirements lists, (L) posters, (M) advertising, and (N) publicity materials (including, without limitation, all foreign language versions of any of the foregoing) and all the film and television rights or assets described in, and the Chargor's rights of access to and use of, the foregoing;

**"Fixed Charge Property"** means:

- (a) the Film Materials and all physical properties of any kind or a nature of or relating to the Film, including all physical properties in relation to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Film, and all versions thereof or any part thereof;
- (b) all copies made or to be made of the Film;
- (c) any other films and/or television 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;
- (d) 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;
- (e) all digital material (including digital files on whatever medium including disks and hard drives), 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;
- (f) all machinery, electrical and electronic components, equipment, fixtures, furniture, office machinery, vehicles, trailers, implements and other tangible personal property of every kind and description used or useful in connection with the Film and all goods of like kind or type hereafter required by the Chargor in substitution or replacement thereof, and all additions and accessions thereto, wherever any of the foregoing is located;
- (g) any and all documents, receipts or books and records relating to the Film and any element thereof and the equipment containing such books and records;
- (h) 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;
- (i) 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/or exploitation of the Film in any and all media;

- (j) the proceeds of all insurance policies now or in the future taken out by the Chargor in respect of the Film and/or the Rights;
- (k) all bank accounts of the Chargor relating to the Film and all sums standing to the credit of such accounts;
- (l) the Book Debts;
- (m) all other properties and things of value which are related to or created or used in connection with the Film to the extent that the same do not form part of the Assigned Property; and
- (n) the proceeds and products of any and/or all of the foregoing;

**"Floating Charge Property"** means in relation to the Film:

- (a) the Fixed Charge Property to the extent (if at all) that the fixed charge over the Fixed Charge Property or any part thereof is for any reason ineffective as a fixed charge; and
- (b) the Assigned Property to the extent (if at all) that the assignment of such Assigned Property or part thereof is for any reason ineffective as an assignment;

**"Funding"** means the funding to be made available by the Lender to the Chargor under the terms of the Production Finance Agreement for financing the production of the Film;

**"Funding Agreements"** means the Production Finance Agreement and any and all other agreements entered into between the Chargor, the Romanian Co-Producer and/or the Italian Co-Producer and the Lender in relation to the Film (each a "Funding Agreement");

**"Italian Co-Producer"** means Picomedia S.r.l., a company incorporated in Italy and having its registered office at Piazza Martiri di Belfiore 4, Roma 00195 (which expression shall include its successors and permitted assigns);

**"Literary Property"** means any screenplays, treatments, outlines and/or other literary, dramatic or artistic material of any kind or nature (including all drawings, cells, artwork and all other physical embodiments) upon which the Film is (in whole or in part) based or from which it is or may be adapted or inspired;

**"Production Finance Agreement"** means the Production Finance Agreement entered into on or about the date hereof in relation to the Film between the Lender and the Chargor, as the same may be amended, supplemented, novated, extended and/or restated from time to time;

**"Receiver"** shall have the meaning given to that term in clause 12.1;

**"Relevant Agreements"** means this Deed, the Production Finance Agreement, the Funding Agreements, and any other agreements to which the Chargor is a party in relation to the Film;

**"Rights"** means the rights described in Schedule A hereto;



**"Romanian Co-Producer"** means Digital Cube S.r.l., a company incorporated in Romania and having its registered office at Parangului 76, Bucharest 012386, Romania (which expression shall include its successors and permitted assigns);

**"Scripts"** means any scripts, treatments and outlines for the Film;

**"Secured Obligations"** shall have the meaning given to that term in clause 2;

**"Writer"** means Uberto Pasolini and any other person(s) who may write or contribute to the writing of the Scripts.

- 1.2 any reference to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted, whether before or after the date of this Deed, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it;
- 1.3 expressions 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 where used herein;
- 1.4 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;
- 1.5 references in this Deed to a "security interest" include any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and
- 1.6 the clause headings used in this Deed shall not affect its interpretation.

## **COVENANT TO PAY AND DISCHARGE**

- 2 In consideration of the Lender making or continuing to make available to the Chargor sums under the Production Finance Agreement (which the Chargor acknowledges is of benefit to it), and in consideration of £1 (the receipt and sufficiency of which is hereby acknowledged by the Chargor) the Chargor hereby covenants to the Lender that it shall:-
  - 2.1 repay or procure the repayment of the Funding and pay all other sums and perform all obligations as may be or become due under and in accordance with the Production Finance Agreement, any other Funding Agreement and/or this Deed
  - 2.2 pay or discharge any money, liabilities and obligations 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 Lender by the Chargor, the Romanian Co-Producer or the Italian Co-Producer 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 Lender owed to a third party which have been assigned or novated or otherwise vested in the Chargor, the Romanian Co-Producer or the Italian Co-Producer and whether pursuant to the Production Finance Agreement, the Funding Agreements or otherwise and, generally, fully and promptly pay all other sums as may become due in connection therewith and the performance of all obligations of the Chargor, the Romanian Co-Producer or the Italian Co-Producer in relation thereto, (the "Secured Obligations").

## **GRANT OF SECURITY**

- 3 The Chargor, by way of continuing security for the payment and discharge of the Secured Obligations and all sums or amounts that may be or become payable to the Lender in connection therewith, as legal and beneficial owner hereby:

3.1 **MORTGAGES, ASSIGNS AND AGREES TO ASSIGN** (such assignment where applicable to include a present assignment of future copyright from time to time) absolutely to the Lender all of the Chargor's right, title and interest in and to the Assigned Property throughout the world, where applicable for the full period of copyright therein and thereafter for such additional time as may be possible and lawful (and insofar as is necessary by way of present assignment of future copyright), by way of first-ranking mortgage and assignment;

3.2 **CHARGES** to the Lender by way of first ranking fixed charge all of the Chargor's right, title and interest (whether now owned or hereafter acquired) in and to the Fixed Charge Property throughout the world by way of first-ranking fixed charge; and

3.3 **CHARGES** to the Lender the Floating Charge Property by way of first-ranking floating charge. Paragraph 15, schedule B1 Insolvency (Northern Ireland) Order 1989 (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

- 4 The Chargor undertakes to hold on trust for the Lender absolutely:

- (a) any monies paid to the Chargor by any insurers pursuant to any insurance policies relating to the Film (and will notify the Lender forthwith upon the receipt of any such monies and will on request credit the same to any account nominated by the Lender); and
- (b) the Chargor's entire interest and benefit in and to any Collateral that cannot be legally charged or assigned by it together with, without limitation, all proceeds, products and other property derived from, and any other rights and benefits to which it is beneficially entitled in respect of such Collateral.

- 5 Upon the execution of this Deed the Chargor shall furnish to each bank holding any bank account in the name of the Chargor in connection with the Film (if any) a written notice of this Deed and shall procure that each such bank executes and delivers to the Lender a written acknowledgement of such notice, each of such notice and acknowledgement to be in such form as the Lender may specify.

#### **CRYSTALLISATION OF FLOATING CHARGE**

- 6 The Lender shall be entitled by notice in writing to the Chargor to convert any floating charge referred to above into a fixed charge as regards any assets specified in the notice, and in any event the said floating charge shall automatically be converted into a fixed charge without notice upon the happening of any Event of Default or upon the happening of any of the events specified in Clause 10.

#### **NEGATIVE PLEDGE**

- 7 The Chargor hereby:

- 7.1 covenants with the Lender that the Chargor shall not create or permit to arise or subsist and has not created or permitted to arise or subsist any lien encumbrance charge pledge or other security interest or other rights in the nature of or having the effect of security (together "the Security Interests") upon the whole or any part of the Chargor's right title and interest in or to the Collateral or any part thereof without the prior written consent of the Lender;
- 7.2 warrants that it is the sole beneficial owner of the Collateral free from all Security Interests and it has not previously granted assigned transferred or otherwise dealt with any of its right title and interest in the Collateral or any part thereof and hereby covenants that it shall not do so or purport to do so without the prior written consent of the Lender.

## **8 CONTINUING SECURITY**

- 8.1 Subject to Clause 14, this Charge and Deed of Assignment shall be a continuing security to the Lender 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 Lender may now or at any time hereafter hold or have as regards the Chargor, the Romanian Co-Producer or the Italian Co-Producer 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 Lender 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 Lender 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 Lender shall release and discharge this Charge and Deed of Assignment in accordance with Clause 13 hereof. The rights granted to the Lender hereunder are in addition to, and in no way limit or restrict, the rights granted to the Lender in the Production Finance Agreement, or any other agreement. The exercise by the Lender 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 Lender may have against the Chargor or any third party.
- 8.2 Until all the Secured Obligations have been paid, discharged or satisfied in full (and notwithstanding payment of a dividend in any liquidation or under any compromise or arrangement or the discharge by the Chargor of its obligations under this Charge) the Chargor agrees that without the prior written consent of the Lender it will not:
- 8.2.1 exercise any rights of subrogation, contribution or indemnity against the Romanian Co-Producer or the Italian Co-Producer or any other person liable;
  - 8.2.2 demand or accept any guarantee indemnity mortgage charge or other security in respect of any of its obligations under this Deed from the Romanian Co-Producer or the Italian Co-Producer or any other person liable;
  - 8.2.3 take any step to enforce any right against the Romanian Co-Producer or the Italian Co-Producer, or any other person liable in respect of any of the Secured Obligations; or

- 8.2.4 exercise any right of set-off or counterclaim against the Romanian Co-Producer or the Italian Co-Producer or any other person liable or claim or prove or vote as a creditor in competition with the Lender in the liquidation, administration or other insolvency proceeding of the Romanian Co-Producer or the Italian Co-Producer, or any other person liable or have the benefit of, or share in, any payment from or composition with the Romanian Co-Producer or the Italian Co-Producer, or any other person liable or any guarantee, indemnity, mortgage, charge or other security now or hereafter held by the Lender for any obligations of the Romanian Co-Producer or the Italian Co-Producer, or any other person liable.
- 8.3 If, contrary to clause 8.2, the Chargor takes or receives the benefit of any security or receives or recovers any money or other property, such security, money or other property shall be delivered to the Lender on demand.
- 8.4 Without prejudice to the generality of clause 8.1, neither the security created hereunder nor the liability of the Chargor for the Secured Obligations shall be prejudiced or adversely affected by:
- 8.5 any variation or amendment of, or waiver or release granted under or in connection with, the Production Finance Agreement, any Funding Agreement, or any other encumbrance or any guarantee or indemnity or other document or any time being given, or any other indulgence or concession being granted, by the Lender to the Chargor, the Romanian Co-Producer or the Italian Co-Producer or any other person;
- 8.6 the taking, holding, failure to take or hold, varying, realisation, non-enforcement, non-perfection or release by the Lender or any other person of any other encumbrance, or any guarantee or indemnity or other person or document;
- 8.7 the winding-up of the Chargor, the Romanian Co-Producer or the Italian Co-Producer or any other person;
- 8.8 any change in the constitution of the Chargor, the Romanian Co-Producer or the Italian Co-Producer or any other person;
- 8.9 any amalgamation, merger or reconstruction that may be effected by the Chargor, the Romanian Co-Producer or the Italian Co-Producer with any other person or any sale or transfer of the whole or any part of the property, assets and undertaking of the Chargor, the Romanian Co-Producer or the Italian Co-Producer to any other person;
- 8.10 the existence of any claim, set-off or other right which the Chargor, the Romanian Co-Producer or the Italian Co-Producer may have at any time against the Lender or any other person; and
- 8.11 the making or absence of any demand for payment of the Secured Obligations on the Chargor, the Romanian Co-Producer or the Italian Co-Producer or any other person, whether by the Lender or any other person.

#### **NO MERGER OR DEFEASANCE**

- 9 Nothing herein contained shall prejudice or affect any lien or other security interest to which the Lender is by law entitled or any guarantees or other security which the Lender may at any time hold from the Chargor or any other person and these presents shall not operate as a merger or defeasance of any prior lien charge encumbrance or other security interest or estate legal or equitable held by the Lender.

#### **ENFORCEMENT OF SECURITY**

- 10 The security hereby created shall become enforceable by the Lender and the floating charge granted to the Lender herein shall crystallise immediately and automatically upon the happening of any Event of Default or upon the happening of any of the following events:

- 10.1 any sum payable to the Lender pursuant to any Funding Agreement is not paid as and when due;
- 10.2 a material adverse change in the business or financial condition of the Chargor, the Romanian Co-Producer or the Italian Co-Producer or in relation to any person guaranteeing or otherwise liable to pay any of the Secured Obligations or in relation to any assets, rights or monies over which the Lender has security hereunder;
- 10.3 any meeting of creditors of the Chargor, the Romanian Co-Producer or the Italian Co-Producer being held or any arrangement or composition with or for the benefit of such a party's creditors being proposed or entered into by or in relation such a party;
- 10.4 a receiver, administrator, administrative receiver or other encumbrancer or like officer taking possession of or being appointed over or any distress execution or other process being levied or enforced over the whole or any substantial part of the assets of the Chargor, the Romanian Co-Producer or the Italian Co-Producer;
- 10.5 the Chargor, the Romanian Co-Producer or the Italian Co-Producer ceasing or threatening to cease to carry on business or being or becoming unable to pay its debts within the meaning of Article 103 of the Insolvency (Northern Ireland) Order 1989;
- 10.6 a petition being presented, or a meeting being convened for the purpose of considering a resolution for the appointment of an examiner, the winding-up, bankruptcy, or dissolution of the Chargor, the the Romanian Co-Producer or the Italian Co-Producer with the exception of a resolution for reconstruction or amalgamation the terms of which have previously been approved in writing by the Lender;
- 10.7 a decision being taken for or by the Chargor, the Romanian Co-Producer or the Italian Co-Producer to cease to trade;
- 10.8 the taking of a decision without the prior consent of the Lender by the Chargor, the Romanian Co-Producer or the Italian Co-Producer that the whole or a part of the undertaking or assets of the Chargor, the Romanian Co-Producer or the Italian Co-Producer be sold, transferred or otherwise disposed of (whether or not for full consideration);
- 10.9 any indebtedness or guarantee, indemnity or similar obligation of the Chargor, the Romanian Co-Producer or the Italian Co-Producer not being paid when due or called upon, or any such indebtedness or obligation being declared due prior to its stated maturity;
- 10.10 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 the Chargor, the Romanian Co-Producer or the Italian Co-Producer;
- 10.11 any encumbrance or any guarantee or indemnity given by the Chargor, the Romanian Co-Producer or the Italian Co-Producer whether or not in this Deed in favour of the Lender ceasing to be in full force and effect or (in the case of a charge) ceasing to rank in the manner expressed therein;
- 10.12 the Chargor, the Romanian Co-Producer or the Italian Co-Producer commits any breach of the terms of any agreement or charge entered into by the Chargor, the Romanian Co-Producer or the Italian Co-Producer, in relation to the Film or any event of default occurs under any of the foregoing;

- 10.13 if the Chargor, the Romanian Co-Producer or the Italian Co-Producer commits any breach of the terms of any document required as a condition precedent to any Funding Agreement, or if a Funding Agreement shall be terminated or become unenforceable;
- 10.14 if any of the warranties and covenants given by the Chargor, the Romanian Co-Producer or the Italian Co-Producer or any statements furnished by the Chargor, the Romanian Co-Producer or the Italian Co-Producer hereunder or under any Funding Agreement shall at any time prove to be incorrect or false;
- 10.15 if it becomes illegal for any of the relevant parties to perform their respective obligations under any Funding Agreement or this Deed;
- 10.16 the occurrence of any event or the receipt by the Lender of any information or the coming to the attention of the Lender of any matter or thing whatsoever which causes the Lender reasonably to believe that all or any part of the Collateral are in danger of seizure, distress or other legal process or that all or any part of its security is otherwise for any reason whatsoever in danger;
- 10.17 any event which in the opinion of the Lender is analogous to or has a similar effect or result to any of the events described in this clause 10 shall happen in any foreign jurisdiction to the Chargor; or
- 10.18 any breach by the Chargor of any provision of this Deed

## **RIGHTS AND POWERS OF THE LENDER**

### **11**

#### **11.1 Discretion as to Enforcement**

After the security constituted by this Deed has become enforceable, the Lender may in its absolute discretion enforce all or any part of the security in any manner it sees fit and the power of sale and other powers conferred on mortgagees by the Conveyancing and Law of Property Acts 1881 to 1911 shall apply to this Deed in each case as varied or extended by this Deed. Neither the Lender nor any Receiver shall be obliged to take any steps to sell or lease the Collateral after going into possession of same and the Lender and any Receiver shall have absolute discretion as to the time of exercise of the power of sale and the power of leasing and all other powers conferred on them by the Conveyancing and Law of Property Acts 1881 to 1911 or otherwise.

#### **11.2 Possession**

At any time after the security hereby constituted has become enforceable and without the need to obtain the consent of the Chargor or an order for possession under the Conveyancing Act or otherwise, the Lender may without further notice or demand enter into possession of the Collateral. The rights of the Lender under this clause are without prejudice to, and in addition to, any right of possession (express or implied) to which it is at any time otherwise entitled (whether by virtue of this Deed, operation of law, statute, contract or otherwise).

#### **11.3 Power of sale and other powers**

At any time after the security hereby constituted has become enforceable the power of sale and all other powers conferred on mortgagees by the Conveyancing and Law of Property Acts 1881 to 1911 shall be exercisable immediately without the need to give notice or make demand for payment or advertisement or other formality and any statutory power of sale and appointment of a Receiver shall be exercisable without the restrictions contained in Section 20 of the Conveyancing Act

The restriction on the right of consolidating mortgages contained in Section 17 of the Conveyancing Act shall not apply to this Deed.

Any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 24 (1) of the Act) does not apply to this Deed and sections 24(6) and 24(8) of the Act shall not apply

**11.4 Power of leasing and accepting surrenders**

The statutory powers of leasing conferred on the Lender and any Receiver are extended so as to authorise the Lender and any Receiver to lease, make agreements for leases, accept surrenders of leases and make agreements to accept surrenders of leases as it or he may think fit and without the need to comply with any restrictions set out in the Conveyancing and Law of Property Acts 1881 to 1911

**11.5 Contingencies**

If the Lender enforces the security constituted by this Deed at a time when none of the Secured Obligations are due but at a time when Secured Obligations may or will become so due, the Lender (or any Receiver) may pay the proceeds of any recoveries effected by it into a suspense or impersonal account.

**11.6 No liability as mortgagee in possession**

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

**11.7 No liability for loss**

Neither the Lender nor any Receiver will be liable for any loss upon a realisation of the security hereby constituted or upon the exercise of any power, authority, right or discretion of the Lender or any Receiver arising under this Deed.

**11.8 Lender may exercise Receiver's powers**

All or any of the powers, authorities and discretions which are conferred by this Deed (either expressly or impliedly) upon a Receiver may be exercised after this Deed becomes enforceable by the Lender in relation to all or any part of the Collateral both before and after the appointment of any Receiver of all or any part of the Collateral.

**11.9 Privileges**

The Lender and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Conveyancing and Law of Property Acts 1881 to 1911 on mortgagees and receivers when such receivers have been duly appointed under the said Acts, but so that the power of sale and other powers conferred by the said Acts shall be as varied and extended by this Deed.

**11.10 Protection of third parties**

No person (including a purchaser) dealing with the Lender or any Receiver or its or his agents will be concerned to enquire:

11.10.1 whether any of the Secured Obligations have become payable or remain due; or

11.10.2 whether due notice has been given to any person; or



11.10.3 whether any power which the Lender or any Receiver is purporting to exercise has become exercisable or has been or is being properly exercised; or

11.10.4 whether the Receiver is authorised to act; or

11.10.5 how any money paid to the Lender or to any Receiver is to be applied,

**11.11 Redemption of prior mortgages**

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

11.11.1 redeem any prior security interest against any part of the Collateral; and/or

11.11.2 procure the transfer of that security interest to itself; and/or

11.11.3 settle and pass the accounts of the prior mortgagee, Lender or encumbrancer; any accounts so settled and passed shall be conclusive and binding on the Chargor.

All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Lender.

**11.12 Delegation**

The Lender and any Receiver may delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are exercisable by them under this Deed. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as the Lender or such Receiver may think fit. Neither the Lender nor any Receiver will be liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

**RECEIVER**

**12**

12.1 *Power to appoint a Receiver:* At any time after the Chargor so requests or the security hereby constituted becomes enforceable, the Lender may from time to time appoint under seal or under the hand of a duly authorised officer of the Lender any person or persons to be receiver and manager or receivers and managers (hereinafter called a "Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of the Collateral or any part or parts thereof and may from time to time under seal or under the hand of a duly authorised officer of the Lender remove any one or more receiver or receivers so appointed and may so appoint another or others in his/their stead.

12.2 *Power to appoint is additional:* The foregoing powers of appointment of a Receiver shall be in addition to and not to the prejudice of all statutory and other powers of the Lender under the Conveyancing Act or otherwise and such powers as varied or extended by this Deed shall be and remain exercisable by the Lender in respect of any of the Collateral notwithstanding the appointment of a Receiver over any part of the Collateral.



- 12.3 *Powers of a Receiver:* A Receiver so appointed shall have and be entitled to exercise all powers conferred by the Conveyancing Act in the same way as if the Receiver had been duly appointed thereunder and shall furthermore but without limiting any powers hereinbefore referred to have power to:
- 12.3.1 enter upon any premises necessary and to take possession of, collect, get in or realise all or any such Collateral and to take, enforce, defend or abandon any actions, suits and proceedings in the name of the Chargor in relation to such part or parts of the Collateral as he or the Lender shall think fit;
  - 12.3.2 implement any contracts related to or forming part of the Collateral, or to agree with any other party thereto to determine them on such terms and conditions as the Lender and such party may agree;
  - 12.3.3 utilise some or all of the Collateral in discharge of the Secured Obligations and to perform or cause to be performed all acts and things requisite or desirable according to the law of the country in which the Collateral (or relevant part thereof) is situated for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions;
  - 12.3.4 settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is a creditor of the Chargor relating to such Collateral or any part thereof;
  - 12.3.5 assign, sell, lease, licence, grant options to sell, deal with or manage or concur in the assigning, selling, leasing, licensing, granting of options to sell, dealing with or managing of any such Collateral and to vary, terminate or accept surrender of leases or licences in respect of any of the Collateral in such manner and generally on such terms and conditions as he or the Lender may think fit and to carry any such transactions into effect in the name of and on behalf of the Chargor or otherwise;
  - 12.3.6 take any steps that may be necessary or desirable to effect compliance with all or any of the agreements hereby assigned;
  - 12.3.7 carry on and manage or concur in carrying on and managing the business of the Chargor in respect of the Film;
  - 12.3.8 raise or borrow any money that may be required upon the security of all or any of the Collateral or without such security upon such terms as the Lender or he may think fit;
  - 12.3.9 give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for the sole purpose of realising the Collateral;
  - 12.3.10 call in, collect, convert into money or otherwise deal with or dispose of the Collateral or any of them on an instalment basis or otherwise and generally in such manner and upon such terms as the Lender may think fit;
  - 12.3.11 make and effect all repairs and insurances and do all other acts which the Chargor might do as well for the protection and for the improvement of the Collateral as the Lender may think fit;

- 12.3.12 commence and/or complete any building operations on the Collateral as the Lender may think fit;
- 12.3.13 apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence as the Lender may think fit;
- 12.3.14 promote or procure the formation of any new corporation;
- 12.3.15 subscribe for or acquire (for cash or otherwise) any investment in or of such new corporation;
- 12.3.16 sell, transfer, assign, hire out and lend, and grant leases, tenancies and rights of user of, the Collateral to any such new corporation and accept as consideration or part of the consideration therefor any shares or other security in or of any corporation or allow the payment of the whole or any part of such consideration to remain deferred or outstanding;
- 12.3.17 to sell, transfer, assign, exchange and otherwise dispose of or realise any such shares or other security or deferred consideration or part thereof or any rights attaching thereto;
- 12.3.18 appoint, hire and employ officers, employees, contractors, agents and advisors of all kinds and to discharge any such persons and any such persons appointed, hired or employed by the Chargor;
- 12.3.19 redeem any security interest (whether or not having priority to the security hereby created) over the Collateral and to settle the accounts of encumbrancers;
- 12.3.20 take any indemnity from the Chargor from and against all actions, claims, expenses, demands and liabilities whether arising out of contract or out of tort or in any other way incurred by him or by any manager, agent, officer, servant or workman for whose debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under this Deed or under any appointment duly made under the provisions of this clause and if he thinks fit but without prejudice to the foregoing to effect with any insurance company or office or underwriters any policy or policies of insurance either in lieu or satisfaction of or in addition to such indemnity from the Chargor;
- 12.3.21 sell, exchange, convert into money and realise all or any part of the Collateral by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper (and the consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit) and fixtures may be severed and sold separately from the property containing them without the consent of the Chargor, and so that any consideration or part thereof in a form other than cash shall ipso facto forthwith on receipt be and become charged with the discharge of the Secured Obligations as though such consideration had been included in the charge hereby created and formed part of the Collateral;

- 12.3.22 let or licence or agree to let or licence any part of the Collateral for such period and at such rent or licence fee (with or without a premium) and on such terms as he may think proper and accept or agree to accept a surrender of any letting or licence of any part of the Collateral on any terms he thinks fit;
- 12.3.23 bring, prosecute, enforce, defend, and abandon all actions, suits and proceedings in relation to any part of the Collateral which may seem to him to be expedient;
- 12.3.24 use the name of the Chargor for all or any of the purposes aforesaid and in any legal proceedings with full power to convey any property sold in the name of the Chargor for all of which purposes the Chargor hereby irrevocably and by way of security appoints every such Receiver to be its attorney; and
- 12.3.25 do all such other acts or things as he may consider to be incidental or conducive to any of the matters or powers aforesaid and to exercise in relation to the Collateral or any part of it all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same.
- 12.3.26 enforce the Security in any manner or order that the Lender or the Receiver in its absolute discretion thinks fit.
- 12.4 *Joint Receivers:* It shall be permissible for the Lender to appoint more than one Receiver and in such event any reference in this Security 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, so that the rights, powers, duties and discretions vested in the Receivers so appointed may be exercised by them all jointly or severally by each of them.
- 12.5 *Collateral held on trust:* The Chargor declares that, as and when this Security becomes enforceable, it will hold the Collateral (subject to its rights of redemption) upon trust to convey, assign or otherwise deal with the same in such manner and to such person as the Lender shall direct and declares that it shall be lawful for the Lender by an instrument under the hand of its duly authorised officer to appoint a new trustee or trustees of the Collateral and in particular but without limitation at any time or times to appoint a new trustee or trustees thereof in place of the Chargor.
- 12.6 *Not liable as mortgagee in possession:* Neither the Lender nor the Receiver will, by reason of either of them entering into possession of the Collateral or any part of it, 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 not have any right of action or claim against the Lender on the grounds that a better price could or might have been obtained on any such realisation, sale or disposal. The Lender and the Receiver shall be entitled to all the rights, powers, privileges and immunities conferred by statute on mortgagees and receivers.

- 12.7 *Compound:* The Lender or any Receiver shall have the right at its complete discretion to give time or indulgence or to compound with and to make such other arrangements of whatever nature as it shall see fit with the Chargor or any other person without prejudice to the Chargor's liability hereunder or the Lender's right and title to the Collateral, and any moneys received by the Lender or Receiver from any other person may be applied by the Lender to any account or transaction of such person or otherwise as the Lender shall see fit.
- 12.8 *Remedy Defects:* At any time after this Security becomes enforceable, the Lender or a Receiver may (but shall not be obliged to) do all such things and incur all such expenditure as the Lender or such Receiver shall in its sole discretion consider necessary or desirable to remedy such defect or to protect or realise the Collateral or its interests under this Deed and, in particular, may pay any moneys which may be payable in respect of any of the Collateral, and any moneys expended in so doing by the Lender or Receiver shall be deemed an expense properly incurred and paid by the Lender and the Chargor shall reimburse the same on demand to the Lender.
- 12.9 *Costs and expenses:* The Chargor shall pay the remuneration of any Receiver and all costs, charges and expenses incurred by the Lender or any Receiver (including the costs of any proceedings to enforce the security hereby given) on a full indemnity basis and they shall constitute part of the Secured Obligations.
- 12.10 *Receiver is agent of the Chargor:* Each Receiver is deemed to be the agent of the Chargor for all purposes and accordingly is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Conveyancing Act. The Chargor alone shall be responsible for his remuneration, contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and the Lender shall not incur any liability (either to the Chargor or to any other person) by reason of the Lender making his appointment as a Receiver or for any other reason.
- 12.11 *Remuneration of Receiver:* The Lender may fix the remuneration of any Receiver appointed by it without being limited to the rate of commission prescribed under any provision of the Conveyancing and Law of Property Acts 1881 to 1911 but the Lender shall not be liable for the payment of any remuneration to the Receiver or of any costs, charges or expenses of the Receiver.

### 13 **WARRANTIES, REPRESENTATIONS AND COVENANTS**

- 13.1 The Chargor warrants, undertakes and agrees with the Lender as follows:-
- 13.2 it is a company duly incorporated and validly existing in good standing under and by virtue of the laws of Northern Ireland;
- 13.3 it is not deemed to be unable to pay its debts within the meaning of Article 103 of the Insolvency (Northern Ireland) Order 1989;
- 13.4 the Collateral is and shall be free from all Encumbrances;
- 13.5 the memorandum and articles of association of the Chargor include provisions which give the Chargor all necessary corporate power and authority to own its assets, to carry on its business as it is now being conducted and the Chargor is duly qualified to do business in all jurisdictions and to enter into and perform the Relevant Agreements to which it is a party and it has the full capacity to enter into this Deed and all other agreements and documents required hereunder and has the full capacity to charge and assign to the Lender the Collateral and it has taken all corporate or other action necessary to authorise the execution, delivery and performance of the Relevant Agreements to which it is a party;

- 13.6 to the best of its knowledge and belief there are no proceedings, claims or litigation current, pending or threatened which shall adversely affect the distribution and exploitation of the Film or the production completion and delivery of the Film or would adversely affect the ability of the Chargor to observe or perform its obligations under the Relevant Agreements to which it is a party;
- 13.7 the execution, delivery and performance of Relevant Agreements to which it is a party does not and will not violate in any respect any provision of (i) any law judgment, regulation, treaty, convention, decree, order or consent to which the Chargor is subject or by which the Chargor, the Collateral, or any material part of its assets or business is bound or affected, or (ii) the constitutional documents of the Chargor, or (iii) any charge, indenture, agreement or other instrument to which the Chargor is a party or which is binding on it or any of its assets, and do not and will not result in the creation or imposition of any Encumbrance on its assets in accordance with any agreement or instrument (other than this Deed);
- 13.8 The Chargor hereby covenants and undertakes with the Lender that it will:-
- 13.9 at all times comply with and duly perform its obligations under the terms (express or implied) of this Deed and the Relevant Agreements to which it is a party 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 Lender and itself in the said agreements;
- 13.10 remain liable under the contracts and agreements charged or assigned hereunder to perform all the obligations assumed by it thereunder;
- 13.11 not require the Lender to enforce any term of any of the said contracts and agreements against any party (it being acknowledged that in no circumstances shall the Lender have any obligation so to enforce);
- 13.12 notify the Lender of any material default under the said agreements to which it is a party and of which it becomes aware;
- 13.13 from time to time promptly when required produce to the Lender such information concerning the business and affairs of the Chargor relating to the Film, its property, assets and liabilities relating to the Film as the Lender may reasonably require;
- 13.14 not without the prior written consent of the Lender to sell, transfer, dispose of or part with possession or control of or attempt to sell, transfer or dispose of the Collateral or any part of it or any interest in it;
- 13.15 immediately upon becoming aware of the same notify the Lender of any material loss, theft, damage or destruction of the Collateral or any part of it;
- 13.16 immediately on becoming aware of the same, the Chargor shall notify the Lender in writing of the occurrence of any Event of Default and at the same time inform the Lender of any action taken or proposed to be taken in connection with it;
- 13.17 immediately upon becoming aware of the same, the Chargor shall promptly give notice in writing to the Lender of any litigation, arbitration or administrative or other proceeding before or of any judicial, administrative, governmental or other authority or arbitrator, of any dispute with any governmental regulatory body or law enforcement authority, of any labour dispute or of any other event which has or may have a material adverse effect on its assets or prospects;
- 13.18 not, without the prior written consent of the Lender change the nature of its business;
- 13.19 not exercise any right or power conferred on it by or available to it under the Relevant Agreements (including, without limitation, the right of termination) if to do so might adversely affect the position of the Lender unless and until requested to do so by the Lender. Thereupon it will exercise such right or power as the Lender may direct;
- 13.20 not accept or make any claim that the Relevant Agreements have been frustrated or have ceased to be in full force if to do so might adversely affect the position of the Lender;

- 13.21 not assign or otherwise dispose of any of its rights under the Relevant Agreements save as otherwise acknowledged and/or permitted pursuant to the Production Finance Agreement;
- 13.22 do all such things as are necessary to maintain its corporate existence in good standing (including without limitation the filing of all necessary returns);
- 13.23 it shall not exercise any right or power conferred on it or available to it in relation to the Film or the Collateral that might adversely affect the interests of the Lender unless and until requested to do so by the Lender. Thereupon it will exercise such right or power as the Lender may direct; and
- 13.24 it shall not assign or otherwise dispose of any of its copyright (if any) in the Film or the Collateral save as otherwise acknowledged and/or permitted pursuant to the Production Finance Agreement.
- 13.25 The Chargor hereby repeats in favour of the Lender the warranties, representations, undertakings and covenants set out in the Production Finance Agreement as if the same were set forth and incorporated herein as part of these presents.
- 13.26 The representations and warranties in this Clause 8 will be deemed to be repeated with reference to the facts and circumstances then subsisting as of each day on which any obligations are owing by the Chargor to the Lender under the Production Finance Agreement.

#### **RELEASE OF SECURITY**

##### **14**

- 14.1 The Lender hereby agrees, covenants and undertakes that upon the indefeasible discharge by the Chargor of the Secured Obligations, the Lender will at the expense and cost of the Chargor release, discharge and reassign to the Chargor the Collateral and all the rights, title, interests and benefits assigned mortgaged and charged or agreed to be assigned mortgaged and charged to the Lender as security.
- 14.2 The Lender may retain this Deed and shall not be obliged to release the security thereby constituted, for a period (the "hardening period") of two working days plus such statutory period within which any security or payment given or made pursuant to this Deed can be avoided, after the Secured Obligations have been repaid in full and all facilities which might give rise to Secured Obligations have been terminated.
- 14.3 If at any time within the hardening period, a petition is presented to or an order is made by a competent court or a meeting is convened or other steps are taken for the bankruptcy, liquidation, court protection or reorganisation, of the Chargor, the Lender may continue to retain this Deed and the security thereby constituted for such additional period as the Lender in its absolute discretion may determine.

#### **FURTHER ASSURANCE**

##### **15**

The Chargor hereby:

- 15.1 covenants that the Chargor shall do all such acts and execute all such documents as the Lender may reasonably require in order to perfect the security hereby created and otherwise to give full effect to the terms of this Deed including, for the avoidance of doubt, and without limitation, giving written notice to third parties having an interest in the Collateral as and when requested by the Lender.

#### **APPLICATION OF PROCEEDS**

- 16 All monies received by the Lender or any Receiver in respect of the Collateral after the security created by this Deed shall have become enforceable shall be applied for the following purposes (subject to the claims of creditors (if any) ranking in priority to or pari passu with the security hereby constituted) in the following order:
- 16.1 first in payment of all costs, charges and expenses of and incidental to the appointment of any Receiver and the exercise of all or any of the powers aforesaid and of all outgoings properly paid by any Receiver;
  - 16.2 second in payment of remuneration to any Receiver at such rate as may be agreed between him and the Lender;
  - 16.3 third in or towards payment of the Secured Obligations in accordance with the provisions of the Funding Agreements; and
  - 16.4 fourth in the payment of any surplus to the Chargor or otherwise to the person entitled thereto.

#### **POWER OF ATTORNEY**

- 17 The Chargor hereby, by way of security, irrevocably appoints and constitutes the Lender and any Receiver (the "Attorney") the attorney of the Chargor on its behalf and in its name to do all acts and execute all documents which the Chargor could itself do in relation to the Collateral or in connection with any of the matters provided for in this Deed including without limitation the execution of any transfer or other assurance or any instructions whatsoever in respect of the Collateral and in particular (without prejudice to the generality of the foregoing) the Attorney may:
- 17.1 ask, require, demand, receive and give acquittance for any sum forming part of or in connection with the Collateral;
  - 17.2 endorse any cheques or other instruments or orders in connection therewith;
  - 17.3 make any claims or take any action or institute any proceedings which may be necessary or advisable in the circumstances to protect the interests of the Lender in all or any part of the Collateral; and
  - 17.4 give such notices to third parties as may be requisite or desirable to perfect the security hereby created.

#### **WAIVER AND FORBEARANCE**

- 18 It is hereby agreed and declared between the Chargor and the Lender that any waiver by the Lender of any breach of any term of this Deed or any delay in enforcing the security constituted hereby shall not prevent the subsequent enforcement of that term or such security by the Lender and shall not be deemed to be a waiver of any subsequent breach or right to enforce such security.

#### **INDEMNITY**

- 19



19.1 The Lender and any Receiver, attorney, agent or other person appointed by the Lender or any Receiver under this Deed and the Lender's officers and employees (each an "Indemnified Party") shall be entitled to be indemnified out of the Collateral in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

19.1.1 anything done or omitted in the exercise or purported exercise of the powers contained in this Deed; or

19.1.2 any breach by the Chargor of any of its obligations under this Deed; or

19.1.3 and the Chargor shall indemnify each Indemnified Party against any such matters.

#### **NO AMENDMENT**

20 This Deed may not be released discharged supplemented amended varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties hereto.

#### **LICENCE**

21 The Lender hereby grants to the Chargor a licence to do all such things in respect of the Collateral as may be necessary in connection with the development, pre-production, production and exploitation of the Film in accordance with the Production Finance Agreement. The licence referred to in this clause 20 shall immediately and automatically terminate upon the occurrence of any of the events specified in clause 10 above or any Event of Default.

#### **NOTICES**

22 Any notice or other communication given or made under this Deed shall be in writing and may be delivered to the relevant party or sent by pre-paid post or telecopier to the address of that party specified in this Deed or to that party's telecopier notwithstanding any change of address or telecopier number not so notified. Unless the contrary is proved, each such notice or communication will be deemed to have been given or made and delivered, if by post 48 hours after posting, if by delivery when left at the relevant address, or, if by telecopier upon transmission, subject to the correct code or telecopier number being received on the transmission report.

#### **PROPER LAW AND JURISDICTION**

23 This Deed shall be construed and governed in all respects in accordance with the laws of Northern Ireland and the parties hereto irrevocably submit to the exclusive jurisdiction of the Northern Irish courts.

#### **COUNTERPARTS**

24 This Deed may be executed in any number of counterparts all of which counterparts taken together shall constitute one and the same instrument.



## **SCHEDULE A**


### **The Rights**

All proprietary, statutory, contractual and common law rights throughout the world of the Chargor whether as owner, maker, author or otherwise in and to the Film, and without prejudice to the generality of the foregoing:

1. The sole world-wide 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 throughout the world in the Script, the original screenplay or treatment 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 throughout the world to synchronise the same with and incorporate the same in the Film and to the extent that the Chargor has acquired the same the right to exploit the music independently of the Film (except for musical performing rights if the composer is a member of the Performing Right Society).
3. All ancillary publishing 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.
4. All rights of the Chargor 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.

IN WITNESS WHEREOF the parties have executed this Deed the day and year first herein written.

**EXECUTED and DELIVERED as a DEED  
by NOWHERE SPECIAL LIMITED  
Acting by one director in the presence of:**

  
DIRECTOR

Witness signature:



Witness name:

CHRIS MARTIN

Witness address:

23 MELROSE AVE, BELFAST

Witness occupation:

PRODUCER