



Registration of a Charge

Company name: **NORMAL PEOPLE LTD**

Company number: **NI650737**

Received for Electronic Filing: **21/05/2018**



X76E5EBE

Details of Charge

Date of creation: **14/05/2018**

Charge code: **NI65 0737 0004**

Persons entitled: **NORTHERN IRELAND SCREEN COMMISSION**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **PATRICIA ARRELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI650737

Charge code: NI65 0737 0004

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 14th May 2018 and created by NORMAL PEOPLE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st May 2018 .

Given at Companies House, Belfast on 21st May 2018

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

14th May

2018

1. NORMAL PEOPLE LTD

2. NORTHERN IRELAND SCREEN COMMISSION

CHARGE

OVER THE FEATURE FILM PROVISIONALLY ENTITLED

"NORMAL PEOPLE"

PARTIES:

1. **NORMAL PEOPLE LTD** (Company Number: NI650737), a limited liability company incorporated under the laws of Northern Ireland whose registered office is at 51 Malone Road, Belfast, BT9 6R (attention: Brian Falconer, email: brian@outoforbit.tv) (FPC).
2. **NORTHERN IRELAND SCREEN COMMISSION** (a company registered in Northern Ireland no NI031997) whose registered office is at 3rd Floor, Alfred House, 21 Alfred Street, Belfast, BT2 8ED which expression shall include its successors in title and assigns NI Screen(NI Screen)

RECITALS:

The FPC has agreed to execute this Charge as security for the repayment of the advances provided under the NI Screen Agreements and all other sums from time to time owing to NI Screen from the FPC.

OPERATIVE PROVISIONS:

1 Interpretation

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

Administrator	an Administrator appointed in accordance with Paragraph 15 of Schedule B1 of the Insolvency (Northern Ireland) Order 1989 pursuant to this Charge which, by virtue of that section, is a qualifying floating charge;
Ancillary Rights	all ancillary rights in the Film which are owned or controlled at any time by the FPC, including all commercial tie-ups, sponsorship, branding, inter-active, computer assisted (including computer and video games), the Future Production Rights, screenplay publication, novel publication, merchandising, music publishing and soundtrack rights in the Film (as all terms are customarily understood in the motion picture and television industry of the United Kingdom of Great Britain and Northern Ireland);
Assigned Agreements	those agreements referred to in clause 3.1.1.3 assigned by way of security to NI Screen by the FPC pursuant to clause 3.1.1.3;
BFI Agreements	each of the BFI Development Agreement, the BFI Reassignment and the BFI PFA;
BFI Development Agreement	the agreement dated 29 November 2016 between Canderblinks, Out of Orbit and the BFI relating to the Film, as amended from time to time;
BFI PFA	the production funding agreement between the BFI and the FPC relating to the Film, as amended from time to time;
BFI Reassignment	the deed of assignment dated on or about the date of this

	Charge between Canderblinks, Out of Orbit and the BFI, as amended from time to time;
CAA Agreement	the consulting and sales representation agreement entered into by the Producers and Creative Artists Agency dated 17 November 2017 as amended from time to time;
CAMA	the collection account management agreement to be entered into in relation to the Film;
Canderblinks	means Canderblinks Film & Music Limited (Company No: NI061473) with its principal office at 49 Oakland Avenue, Belfast BT4 3BW;
Charge	this charge and any and all schedules, annexures and exhibits attached to it or incorporated by reference;
Charged Assets	to the extent of the FPC's right in and title to such assets, the Tax Credit Collateral, the Film, the Rights, the Distribution Agreements and all property and assets charged or to be charged under this Charge in favour of NI Screen and all other property and assets which at any time are or are required to be charged in favour of NI Screen under this Charge;
Collection Account	the collection account detailed in the CAMA in relation to the Film;
Distribution Agreements	any distribution agreement entered into by the Sales Agent and/or Creative Artists Agency with a third party for the exploitation of the Film;
Distributor	any distributor approved by NI Screen as a party to any of the Distribution Agreements and, together, the Distributors;
Event of Default	any failure to indefeasibly pay any amounts (or any portion thereof) when due and payable to the NI Screen pursuant to the NI Screen Agreements and any of those events defined as events of default under any of the NI Screen Agreements;
Film	the full length motion picture film provisionally entitled "Normal People" to be based on the Screenplay;
FPC	includes persons deriving title under the FPC or entitled to redeem this security;
Future Production Rights	the right to make a prequel, sequel, remake, spin-off or other similar derivative work based on the Film or the Screenplay;
Head Gear	Head Gear Films Fn Ltd (Company Number SC313027) a company incorporated under the laws of Scotland of The Metrol Centre, Kirkhill Place, Kirkhill Industrial Estate, Dyce, Aberdeen, AB21 0GU trading from Ashley House, 12 Great Portland Street,

London W1W 8QN

Head Gear Agreement	the funding agreement between Head Gear and the FPC relating to the Film, as amended from time to time;
IPA	the interparty agreement dated on or about the date hereof entered into between inter alios the FPC, NI Screen and the Sales Agent in respect of the Film;
NI Screen Agreements	each of the NI Screen Development Agreement, and the NI Screen PFA;
NI Screen Development Agreement	the agreement dated 31 October 2016 between Canderblinks, Out of Orbit and NI Screen relating to the Film, as amended from time to time;
NI Screen PFA	the production funding agreement between NI Screen and the FPC relating to the Film, as amended from time to time;
Materials	the materials required to be delivered to the Sales Agent pursuant to the Sales Agency Agreement, or to any Distributors pursuant to any Distribution Agreements, together with all physical or digital properties or 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, sound recordings, scripts, musical scores, digital files, digital material, positive sound and visual material, audio and video tapes and discs of all types and gauges, cutouts, trims, sketches, designs and any and all other physical properties of every kind or nature of or relating to the Film in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof;
Out of Orbit	means Out of Orbit Ltd (Company No: NI608301) with its principal office at 125 Lagmore Dale, Belfast BT17 0TF;
Person	any natural person, corporation, firm, company, partnership, limited liability company, joint venture, association, trust, other business entity, body corporate, unincorporated body of persons or unincorporated organisation or any other legal entity, or a nation, state, government entity or any agency or political subdivision thereof and shall be construed to include that person's assignees, transferees or successors in title;
Producers	Canderblinks and Out Of Orbit;

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;
Relevant Agreements	the NI Screen Agreements, the BFI Agreements, the Head Gear Agreement, the Distribution Agreements, the Sales Agency Agreement, the CAA Agreement, the IPA and all other agreements and documents referenced therein entered into in connection with the Film or the production, financing or exploitation thereof;
Relevant Party	the FPC or any other Person who is a party to the Relevant Agreements other than NI Screen or any such Person after such Person has paid all sums due and has complied with all its obligations under the applicable Relevant Agreement;
Receiver	any receiver or manager or administrative receiver appointed by NI Screen under or by virtue of this Charge or any other security interest of NI Screen or NI Screen's statutory powers;
Rights	<p>the following rights for the full period of copyright and thereafter (so far as is possible) in perpetuity:</p> <ol style="list-style-type: none"> 1. all rights to distribute, lease, license, sell or otherwise exploit or deal with the Film in all media (whether now known or hereafter invented or devised), including, without limitation, the rights in the Film; 2. all rights to exhibit and broadcast the Film; 3. the Ancillary Rights; 4. all such other rights in and to the Film or any material on which it is based or which is incorporated in the Film as are needed for the full exploitation of the rights described in 1, 2 and 3 above; 5. all necessary rights to the music and musical compositions contained in the Film and all rights to the music and musical compositions created for the Film, including the lyrics and all rights to exploit the same and to produce, publish, reproduce or synchronise all or any of the same with the Film; and 6. all rights to distribute, lease, license, sell or otherwise exploit or deal with any of the rights referred to above;;
Rights Documents	all those documents pursuant to which the FPC acquires any of the Rights;
Sales Agent	Bankside Films Ltd of Ashley House, 5 th Floor, 12 Great Portland

	Street, London W1W 8QN, UK;
Sales Agency Agreement	the sales agency agreement entered into by the FPC and the Sales Agent dated 17 February 2018, in connection with the distribution of the Film, each as amended from time to time;
Screenplay	the screenplay on which the Film is to be based, written by Owen McCafferty;
Secured Amounts	all monies or liabilities which shall for the time being (and whether on or at any time after demand) be due or owing to NI Screen relation to the Film, whether incurred by Canderblinks, Out of Orbit, the FPC or any other party, whether due actually or contingently and whether due 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 12 and 16 in this Charge) which NI Screen may in the course of its business charge in respect of any of the matters aforesaid or for keeping the FPC's account and so that interest shall be computed and compounded according to the usual mode of NI Screen as well after as before any demand made or judgement obtained hereunder;
Source Material	to the extent of the FPC's right in and title to the following, all underlying literary, dramatic, lyrical, musical, artistic and other material including, without limitation, the format, Screenplay, music, all titles, trademarks, designs, and logos used in or in connection with the Film to enable it to be produced and exploited;
Tax Credit	the enhanced tax deduction with a payable cash element in respect of surrendered losses to which the FPC may be entitled in respect of the production costs of the Film, as set out in the Tax Credit Legislation;
Tax Credit Account	the tax credit account in the name of the FPC held at Barclays Bank Plc where the FPC shall direct that all the Tax Credit Proceeds be paid with the following details: Acc 2: Normal People Sub Account: Tax Credit account - Name TBC Account Number: 80221708 Sort code: 20 62 27
Tax Credit Collateral	the Tax Credit Proceeds, the FPC's interest in the Tax Credit Account and the right to claim and be paid the Tax Credit Proceeds;
Tax Credit Legislation	together:

1. the Guidance Notes to Schedule 1 to the Films Act 1985 for films starting principal photography on or after 1st April 2006 issued by DCMS in April 2006, as supplemented and amended by any later guidance notes relating to the UK Film Tax Credit;
2. the Films Act 1985;
3. Chapter 3 (Films and Sound Recordings), Schedule 4 (Taxation of Activities of Film Production Company) and Schedule 5 (Film Tax Relief: Further Provisions) of the Finance Act 2006; and
4. Part 15 of the Corporation Tax Act 2009;

each as the same may be supplemented, amended and implemented from time to time; and

Tax Credit Proceeds the maximum payable cash element in respect of surrendered losses, if any, receivable in respect of the Tax Credit.

- 1.2 For the purposes of this Charge, all capitalised expressions not otherwise defined herein shall have the meanings ascribed to them in the NI Screen Agreements and, if not defined in the NI Screen Agreements, the IPA;
- 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 corporate entities, unincorporated associations and partnerships.
- 1.6 The clause headings in this Charge are for convenience and reference purpose only and shall not be deemed to govern or act in the interpretation of any provision of this Charge in any way.
- 1.7 This Charge is intended to be executed and to take effect as a Deed by the FPC.

2 Covenant to Pay

- 2.1 The FPC covenants to pay the Secured Amounts as and when the same become due.
- 2.2 The FPC acknowledges that the entry by the NI Screen into the NI Screen Agreements and the agreement by the NI Screen respectively to fund the amounts set out therein (notwithstanding that the FPC may not be a party to the same) is of commercial benefit to the FPC as such actions enable (i) funding to be advanced for use in paying for part of the cost the

development and production of the Film and (ii) the transfer of certain rights in to the Film, each for the benefit of the FPC in its capacity as film production company of the Film. Accordingly, if any sums expressed to be payable by Canderblinks and/or Out of Orbit under the terms of any of the Agreements and/or the other Relevant Agreements are not recoverable from the Canderblinks and/or Out of Orbit by reason of any invalidity or unenforceability of any such agreements, or any legal limitation, inability to pay or other incapacity of Canderblinks and/or Out of Orbit, then such sums shall nevertheless be recoverable by the NI Screen from the FPC as if the FPC were a principal debtor under such agreements.

- 2.3 Without limiting the generality of the foregoing, the FPC acknowledges and agrees that the undertaking provided in Clause 2.2 binds the FPC, by way of independent obligation, to pay as primary obligor, without set-off or counterclaim whatsoever, the Secured Amounts. The obligations of the FPC contained in this Clause 2 are independent of the obligations of Canderblinks and/or Out of Orbit or any other third party and a separate action or actions may be brought against the FPC whether or not an action is brought against Canderblinks, Out of Orbit or any third party and whether or not Canderblinks, Out of Orbit or any third party is joined in any such action or actions. The FPC agrees that its obligations under this Clause 2 shall not be exhausted by any failure or omission or delay by the NI Screen or any third party to exercise any right or remedy under any of the Relevant Agreements or any other agreement or document whatsoever. The covenants and undertakings of the FPC given pursuant to this Clause 2 shall continue to be effective or reinstated, as the case may be, if, and to the extent that, at any time payment of any amount of the Secured Amounts is rescinded or otherwise required to be returned by the NI Screen upon the insolvency, bankruptcy or re-organisation of Canderblinks or Out of Orbit or any event analogous thereto.

3 Charge and Security Assignment

- 3.1 As continuing security for the payment to NI Screen of the Secured Amounts and for the performance of the obligations of the FPC under the Relevant Agreements to which it and the NI Screen is a Party (including without limitation this Charge), the FPC as legal and beneficial owner and with full title guarantee:

3.1.1 assigns absolutely to NI Screen 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) all of the FPC's right, title and interest in and to:

3.1.1.1 all copyright and allied and ancillary rights in and to the Film and any other films, audiovisual and/or sound recordings made in the course of production of the Film or pursuant to any right acquired in connection with or arising from the production of the Film;

3.1.1.2 the Rights (subject to and with the benefit of the Assigned Agreements);

3.1.1.3 the Rights Documents, the Sales Agency Agreement, the Distribution Agreements which from time to time, now or in the future are entered into by the Sales Agent and/or the FPC (all such agreements together being referred to as **Assigned Agreements**) and all of the FPC's 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 FPC pursuant to the Assigned Agreements;

- 3.1.1.4 any other agreements for the provision of any goods, services, facilities or finance for the Film, and
 - 3.1.1.5 the benefit of all policies of insurance now or in the future taken out in respect of the Film and/or the Rights;
 - 3.1.1.6 the benefit of all revenues accruing to it or to its order or on its behalf in respect of the exhibition, distribution and exploitation of the Film and/or the Rights; and
 - 3.1.1.7 the Tax Credit Collateral;
 - 3.1.2 charges by way of first fixed charge to NI Screen the FPC's right, title and interest (whether now owned or hereafter acquired) in and to the following:
 - 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 FPC, either separately or jointly with any or all of the other entity);
 - 3.1.2.3 the Materials;
 - 3.1.2.4 the proceeds of all policies of insurance now or in the future taken out by the FPC in respect of the Film and/or the Rights;
 - 3.1.2.5 all sums from time to time standing to the credit of the FPC in the Account and;
 - 3.1.2.6 all sums from time to time standing to the credit of the Collection Account to which the FPC is entitled pursuant to the CAMA;
 - 3.1.2.7 any other assets of the FPC in relation to the Film;
 - 3.1.2.8 the proceeds of any or all of the foregoing;
 - 3.1.3 charges by way of a first floating charge all of its present and future assets and undertakings including, but not limited to any and all of the FPC's rights and interest detailed in sub-clauses 3.1.2.1 above if and to the extent that the first fixed charge may fail for any reason to operate as a fixed charge or fail to be assigned (whether at law or in equity) by way of security to NI Screen. Paragraph 15 of Schedule B1 of the Insolvency (Northern Ireland) Order 1989 incorporated by Schedule 16 of the Enterprise Act 2002 shall apply to any floating charge created pursuant to this Charge so that this Charge is a qualifying floating charge.
- 3.2 The FPC will hold in trust for NI Screen the FPC'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 FPC together with, without limitation, all proceeds, money and other rights and benefits to which the FPC is beneficially entitled in respect of such Charged Assets.

- 3.3 This Charge shall remain in force as a continuing security to NI Screen notwithstanding any settlement of account or any other act, event or matter whatever, except only for the execution by NI Screen of an absolute and unconditional release, or the execution by or on behalf of NI Screen of a receipt for all, and not part only, of the Secured Amounts and/or the obligations of Canderblinks and/or Out of Orbit and/or the FPC under the NI Screen Agreements and this Charge or the obligations of the other FPCs under this Charge, and this Charge shall not prejudice or affect any other security which NI Screen 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 3.1.2.5 hereof, the FPC may draw from the Account from time to time any and all monies required to satisfy the proper costs of production of the Film in accordance with the Cashflow and the Budget unless and until an Event of Default occurs.
- 3.5 NI Screen hereby grants to the FPC an exclusive 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 the FPC hereby agrees that NI Screen may terminate such licence if the security created under this Agreement becomes enforceable for any reason whatsoever.

4 Conversion of Floating Charge and Automatic Crystallisation

- 4.1 NI Screen may at any time, by notice in writing to the FPC, convert the floating charge created under this Charge 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 under this Charge 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 NI Screen, convert into a fixed charge over all the assets of the FPC 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 (Northern Ireland) Order 1989 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 under this Agreement 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 Conveyancing and Law of Property Acts 1881-1911 which is applicable to this Charge), NI Screen 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 NI Screen in its absolute discretion may think fit.
- 5.3 NI Screen 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 NI Screen decides. NI Screen 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 FPC or other person entitled thereto.
- 5.5 Any statutory power of sale and appointment of a Receiver shall be exercisable without the restrictions contained in section 20 of the Conveyancing and Law of Property Act 1881 (as amended) ("Conveyancing Act"). The restriction on consolidating mortgages contained in section 17 of the Conveyancing Act shall not apply to this Deed and NI Screen shall not be liable to account as mortgagee in possession. Any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 24(1) of the Conveyancing Act) does not apply to this Deed and sections 24(6) and 24(8) of the Conveyancing Act shall not apply.
- 5.6 In addition to the foregoing provisions of this Clause, NI Screen may, at any time after an Event of Default is declared, appoint in writing a Receiver or Receivers, or an Administrator pursuant to Paragraph 15 of Schedule B1 of the Insolvency (Northern Ireland) Order 1989, 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 (Northern Ireland) Order 1989 or any action with a view to obtaining such a moratorium, shall not of itself (but without prejudice to NI Screen's rights should other Events of Default then exist) entitle NI Screen to appoint a Receiver.
- 5.7 If a Receiver is appointed, such Receiver shall be the agent of the FPC and have all the powers set out in the Conveyancing Act and the Insolvency (Northern Ireland) Order 1989 and, in addition, shall have the power to:
- 5.7.1 take possession of, get in, realise and/or enforce the Charged Assets;
 - 5.7.2 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 the FPC or any part of the same in relation to the Film, and, for any of those purposes, to raise or borrow from NI Screen or otherwise any money that may be required upon the security of the whole or any part of the Charged Assets;
 - 5.7.3 institute proceedings and sue in the name of the FPC and appoint managers, agents and employees at such salaries as the Receiver may determine;
 - 5.7.4 assign, sell, lease or license or concur in assigning, selling, leasing or licensing the interest of the FPC in the Charged Assets or otherwise deal therewith and on such terms in the interest of NI Screen as the Receiver thinks fit;
 - 5.7.5 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 NI Screen or the Receiver shall think fit;
 - 5.7.6 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 the Receiver lawfully may or can do; and

- 5.7.7 make any arrangement or compromise and enter into any contract or do any other act or make any omission which the Receiver shall think expedient in the interest of NI Screen and to do any other act or thing which a Receiver appointed under the Conveyancing Act or the Insolvency (Northern Ireland) Order 1989 would have power to do subject to the provisions of this Charge, **PROVIDED ALWAYS THAT** nothing contained in this Charge shall make NI Screen liable to such Receiver as aforesaid in respect of the Receiver's remuneration, costs, charges or expenses or otherwise for which, together with the Receiver's acts, contracts, defaults and omissions, the FPC shall alone be liable.
- 5.8 At any time after the security created hereunder becomes enforceable, NI Screen or a Receiver may (but shall not be obliged to) do all such things and incur all such expenditure as NI Screen 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 FPC's 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 NI Screen or the Receiver shall be deemed an expense properly incurred and paid by NI Screen, and the FPC shall reimburse the same on demand to NI Screen.
- 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 (Northern Ireland) Order 1989.

6 Covenants and Warranties

- 6.1 The FPC warrants, undertakes and agrees with NI Screen 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 any such arising in favour of NI Screen or as set out in the IPA;
- 6.1.2 that the execution of this Charge by the FPC will not violate, conflict with or cause a breach of any agreement, instrument or mortgage previously executed by the FPC;
- 6.1.3 not, without the prior written consent of NI Screen, 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;
- 6.1.4 immediately to notify NI Screen of any material loss, theft, damage or destruction to the Materials and/or breach of the Rights or any part of them;
- 6.1.5 to give NI Screen such information concerning the location, condition, use and operation of the Materials as NI Screen may reasonably require, and to permit any persons designated by NI Screen at all reasonable times to inspect and examine the Materials and the records maintained in connection with them;
- 6.1.6 that each of the Assigned Agreements to which it is a party constitutes 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;

6.1.7 that it will in a timely manner perform its obligations under the Assigned Agreements to which it is a party and will comply with all laws and regulations from time to time relating to the Assigned Agreements or affecting their enforceability;

6.1.8 that it will do or permit to be done each and every act or thing which NI Screen may from time to time reasonably require for the purpose of enforcing NI Screen's rights under this Charge and the Assigned Agreements to which it is a party and will allow its name to be used as and when required by NI Screen for that purpose;

6.1.9 that it shall procure that all sums charged or assigned to NI Screen hereunder shall be paid to NI Screen or as NI Screen may direct from time to time.

6.2 NI Screen 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 NI Screen or to which NI Screen may at any time be entitled under this Charge.

7 Grant of Time or Indulgence

The security created by this Charge shall not be affected or prejudiced in any way by NI Screen giving time or granting any indulgence to the FPC or accepting any composition from or compounding with or making any other arrangement with the FPC or any other person, firm or company in respect of the Secured Amounts and NI Screen may enforce the security created by this Charge and any other security it may hold in respect of such Secured Amounts against the FPC in any order which it may in its absolute discretion think fit.

8 Assignment

NI Screen shall be entitled to assign, participate, transfer, charge, sub-charge or otherwise grant security over or deal in all or any of its rights, title and interest in this Charge to any third party in which event it shall remain binding on the FPC.

9 Protection of Third Parties

9.1 No purchaser, mortgagee or other third party dealing with NI Screen 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.

9.2 The receipt of NI Screen 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 NI Screen or any Receiver.

10 Protection of NI Screen and Receiver

10.1 Neither NI Screen nor the Receiver shall be liable to the FPC 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.

- 10.2 Without prejudice to the generality of Clause 10.1, entry into possession of the Film or the Rights or any part of them shall not render NI Screen or any Receiver liable to account as mortgagee in possession, and if and whenever NI Screen 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.

11 Power of Attorney

- 11.1 The FPC hereby irrevocably and by way of security appoints NI Screen and, if any Receiver has been appointed, NI Screen 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 the FPC is obliged or which a Receiver is empowered to execute or do under this Charge.
- 11.2 This appointment shall operate as a general power of attorney made under Section 10 of the Powers of Attorney Act (Northern Ireland) 1971 such appointment constituting a power coupled with an interest under English law. This power of attorney shall terminate without further notice on the release, discharge and re-assignment provided under Clause 18 hereof.
- 11.3 The FPC hereby covenants with NI Screen that, on request, it will ratify and confirm all documents, acts and things and all transactions entered into by NI Screen or by the FPC at the instance of NI Screen in the exercise or purported exercise of the aforesaid powers.

12 Indemnity

- 12.1 The FPC shall, on demand, pay to NI Screen all those expenses (including legal and out-of-pocket expenses) incurred by it in connection with the negotiation, preparation or completion of this Charge and all 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.
- 12.2 The FPC covenants with NI Screen to fully indemnify NI Screen 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 NI Screen or the Receiver on a solicitor and own client basis), awards and damages howsoever arising which NI Screen or the Receiver may incur (in the case of NI Screen, whether before or after a demand has been made for payment or discharge of the Secured Amounts):
- 12.2.1 in consequence of anything done or purported to be done by NI Screen or the Receiver under this Charge, the NI Screen Agreements or any other document relating thereto, or of any failure by the FPC to comply with its obligations to NI Screen thereunder or otherwise in connection therewith; or
 - 12.2.2 in consequence of any payment in respect of the Secured Amounts (whether made by the FPC, or any other party) being impeached or declared void for any reason whatsoever.
- 12.3 The amounts payable under Clauses 12.1 and 12.2 shall carry interest in accordance with the terms of the NI Screen Agreements from the date on which they were paid or incurred by NI Screen or the Receiver (as the case may be), and such amounts and interest may be debited by

NI Screen to any account of the FPC at NI Screen, but shall in any event form part of the Secured Amounts and accordingly be secured on the Charged Assets.

13 Further Assurance

The FPC shall on demand do all acts and execute all such documents as NI Screen may reasonably specify for perfecting any security created or intended to be created by this Charge or which NI Screen or the Receiver may specify with a view to facilitating the exercise, or the proposed exercise, of any of their powers.

14 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 NI Screen may now or at any time hereafter hold or have as regards the FPC or any other person in respect of the Secured Amounts.

15 Waivers, Remedies Cumulative

The powers which this Charge confers on NI Screen are cumulative and without prejudice to its powers under general law, and may be exercised as often as NI Screen deems appropriate. The rights of NI Screen 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 NI Screen 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 NI Screen or the Receiver or on its or their behalf shall in any way preclude either NI Screen or the Receiver from exercising any such right or constitute a suspension or variation of any such right.

16 Costs and Expenses

All costs, charges and expenses incurred hereunder by NI Screen and all other monies paid by NI Screen in relation to an actions or proceedings for or in relation to the protection or enforcement of the security constituted under this Charge or for obtaining payment of the Secured Amounts shall be recoverable from the FPC as a debt and may be debited to any account of the FPC 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 NI Screen may have or, but for the said charge, would have for the Secured Amounts or any part thereof.

17 Power of Sale

The power of sale conferred on mortgagees by the Conveyancing Act 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 NI Screen and a purchaser or other person dealing with NI Screen or a Receiver, arise on and be exercisable at any time after the execution of this Charge, provided that NI Screen 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.

18 Discharge and Re-Assignment

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

19 Notices

All notices, demands or other communications given, made or required to be served under this Charge shall be in writing and may be served by personal delivery, email or by first class post on the parties at their addresses as set out in this Charge or such other address as may be notified hereunder by that party from time to time for this purpose and shall be effectual notwithstanding any change of address not so notified. Unless the contrary is provided notices shall be deemed to have been served if sent by personal delivery, at the time of delivery and, if sent within the UK by first class post within 2 business days after posting and within 5 business days where sent by first class post abroad. Where notices are sent by email they will be deemed sent at the time the email is sent provided the sender is not in receipt of a notification of failure of delivery and has complied with any instructions received in an automatic "out of office" or similar bounce back.

20 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 or for any other reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

21 Counterparts

This Charge may be entered into in any number of counterparts each of which when so executed and delivered shall be an original. A counterpart signature page of this agreement executed by a party and sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as an original, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment but, for the avoidance of doubt, this Charge shall not be binding upon the parties until it has been signed by all the parties.

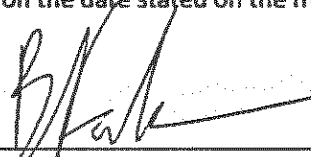
22 Governing Law

This Charge and any related dispute or claim (whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of Northern Ireland. Each party irrevocably submits for all purposes in connection with this Charge (including any disputes or claims) to the exclusive jurisdiction of the courts in Northern Ireland.

EXECUTION PAGE

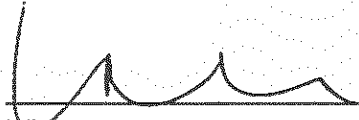
THIS AGREEMENT has been executed as a deed by the FPC on the date stated on the front page

Executed and delivered as a deed by
NORMAL PEOPLE LTD
acting by a duly authorised director



Director

in the presence of



Witness

Name and address of Witness (Print):

LAURENCE BROWN
27 SUTHERLAND PLACE
LONDON W2 5BZ