



**Registration of a Charge**

Company name: **COME AWAY FILMS LTD**

Company number: **11325174**



X7C12D4R

Received for Electronic Filing: **10/08/2018**

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**Details of Charge**

Date of creation: **07/08/2018**

Charge code: **1132 5174 0002**

Persons entitled: **CREASUN ENTERTAINMENT USA INC.**

Brief description: **N/A**

**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: **SHERIDANS**



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

Company number: 11325174

Charge code: 1132 5174 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th August 2018 and created by COME AWAY FILMS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th August 2018 .

Given at Companies House, Cardiff on 14th August 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 7 AUGUST 2018

We hereby certify this  
to be a true copy of  
the original

Sheridans Date: 10/08/2018

  
NANCY AULD.

1. CREASUN ENTERTAINMENT USA INC.
2. COME AWAY FILMS LTD

## CHARGE

OVER THE FEATURE FILM PROVISIONALLY ENTITLED

**"COME AWAY"**

**LEE&THOMPSON**

4 Gee's Court  
St Christopher's Place  
London  
W1U 1JD

Tel: +44 (0)20 3073 7600  
[www.leeandthompson.com](http://www.leeandthompson.com)

## PARTIES:

- (1) **CREASUN ENTERTAINMENT USA INC.** (Creasun which expression shall include its successors in title and assignees) , a company incorporated under the laws of the State of California and having its place of business at 2nd Floor 6600 Sunset Boulevard Hollywood CA 90028 United States of America (attention Minglu Ma, e-mail: Jennifer Ma jenniferma7868@gmail.com); and
- (2) **COME AWAY FILMS LTD (FPC)** (Company Number: 11325174) a company incorporated under the laws of England and Wales of 10 Orange Street, Haymarket, London, United Kingdom, WC2H 7DQ (attention: James Spring; email: james@fredfilms.co.uk).

## RECITALS:

- (A) Creasun has agreed to provide the Borrower with finance in relation to the Film (as defined below) pursuant to a financing deal memorandum dated 8 June 2018 as the same may be amended, supplemented and replaced from time to time (Investment Agreement) for the production and completion of the Film which the FPC acknowledges is of benefit to the FPC.
- (B) The FPC has agreed to execute this Charge as security for the repayment of the advances provided under the Investment Agreement, together with interest thereon and all other sums from time to time owing to Creasun from the Borrower.

## OPERATIVE PROVISIONS:

### 1 Interpretation

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

<b>Administrator</b>	an Administrator appointed in accordance with Paragraph 14 of Schedule B1 of the Insolvency Act 1986 pursuant to this Charge which, by virtue of that section, is a qualifying floating charge;
<b>Ancillary Rights</b>	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);
<b>Assigned Agreements</b>	those agreements assigned by way of security to Creasun by the FPC pursuant to clause 3.1.1.;
<b>Borrower</b>	Maginot Line, LLC;
<b>CAMA</b>	the collection account management agreement entered in

	relation to the Film;
<b>Charge</b>	this charge and any and all schedules, annexures and exhibits attached to it or incorporated by reference;
<b>Charged Assets</b>	to the extent of the FPC's right in and title to such assets, the Tax Credit Collateral, the Film, the Rights, the Sales Agency Agreement, the Distribution Agreements and all property and assets charged or to be charged under this Charge in favour of Creasun and all other property and assets which at any time are or are required to be charged in favour of Creasun under this Charge;
<b>Collection Account</b>	the collection account detailed in the CAMA relating to the Film;
<b>Distribution Agreement</b>	any distribution agreement entered into by the Borrower, the Sales Agent. Any other Sales Agent appointed by the Borrower or any intermediate licensor with a third party for the exploitation of the Film and for the Rights;
<b>Distributor</b>	any distributor approved by Creasun as a party to any of the Distribution Agreements and, together, the Distributors;
<b>Event of Default</b>	those events detailed at <b>Schedule 1</b> ;
<b>Film</b>	the full length motion picture film provisionally entitled " <i>Come Away</i> ", to be based on the Screenplay;
<b>FPC</b>	includes persons deriving title under the FPC or entitled to redeem this security;
<b>Future Production Rights</b>	the right to make a prequel, sequel, remake, television series, television film, spin-off production, stageplay and/or musical production and/or other derivative works based on the Film and/or the Screenplay;
<b>Investment Agreement</b>	the Investment Agreement referred to in <b>Recital (A)</b> ;
<b>ICA</b>	the intercreditor agreement entered into on even date hereof between Tinres, Film Finances, Inc., Tinres Entertainment Inc and Ace Pictures Entertainment, LLC, inter alios, in relation to the Film;
<b>Lender</b>	includes persons deriving title under Creasun;
<b>Materials</b>	the materials required to be delivered to the Sales Agent pursuant to the sales agency agreement relating to the Film between the Sales Agent and the Borrower, 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;

**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;

**Production Account** the production account for the Film opened in the name of the FPC;

**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 Investment Agreement and all other agreements and documents entered into by the Borrower, the FPC or the US FPC 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 Creasun 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 Creasun either solely or jointly (and if more than one on the basis that they may act jointly and severally) under or by virtue of this Charge or any other security interest of Creasun or Creasun's statutory powers;

**Rights** the following rights for the full period of copyright and thereafter (so far as is possible) in perpetuity:

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;

but excluding for the avoidance of doubt the Future Production Rights;

**Rights Documents** all those documents pursuant to which the FPC acquires any of the Rights or any rights in and to the Source Material;

**Sales Agent** means Capstone Group, LLC;

**Screenplay** the screenplay on which the Film is to be based, written by Marissa Kate Goodhill dated 3 July 2018;

**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 Creasun in relation to the Film, whether incurred by 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 principal, premium or other lawful charges and expenses (including, without limitation, all costs and expenses incurred pursuant to Clauses 12 and 16 in this Charge) which Creasun may charge for keeping the FPC's account and so that interest shall be computed and compounded according to the usual mode of Creasun 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 Collateral** the Tax Credit Proceeds 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 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.
  - 1.3 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.
  - 1.4 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 corporate entities, unincorporated associations and partnerships.
  - 1.5 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.



1.6 This Charge is intended to be executed and to take effect as a Deed by the FPC.

## **2 Covenant to Pay**

- 2.1 In consideration of Creasun entering into the Investment Agreement and making the funds available to the Borrower in accordance with the terms thereof, the FPC covenants to pay and discharge to Creasun the Secured Amounts in accordance with the terms of the Investment Agreement and/or this Charge.
- 2.2 The FPC acknowledges that Creasun entering into the Investment Agreement with the Borrower and providing funding to the Borrower thereunder is of commercial benefit to the FPC as it enables the Film to be financed and produced.
- 2.3 In respect of obligations under this clause, the FPC shall to the extent that it is not the principal debtor be deemed to be the principal debtor and not merely a surety.
- 2.4 If any sums expressed to be payable by the Borrower under the terms of the Investment Agreement are not recoverable from the Borrower by reason of any invalidity or unenforceability of the Investment Agreement, or any legal limitation, inability to pay or other incapacity of the Borrower, such sums shall nevertheless be recoverable by Creasun from the FPC as if it were a principal debtor under the Investment Agreement and as a separate and independent obligation of the FPC, the FPC agrees to indemnify Creasun on demand against any loss or liability arising from any such invalidity, inability to pay, unenforceability, legal limitation or capacity affecting the Investment Agreement or the Borrower, as the case may be.

## **3 Charge and Security Assignment**

3.1 As continuing security for the payment to Creasun of the Secured Amounts and for the performance of the obligations of the Borrower C under the Investment Agreement and the FPC under this Charge, the FPC, with full title guarantee:

3.1.1 assigns absolutely to Creasun 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 Rights Documents);

3.1.1.3 the Rights Documents 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 Rights Documents;

3.1.1.4 any other agreements for the provision of any goods, services, facilities or finance for the Film,

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; and

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;

but excluding for the avoidance of doubt the Tax Credit Collateral and the Future Production Rights;

3.1.2 charges by way of first fixed charge to Creasun 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 Production Account for the Film in the name of the FPC 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; and

3.1.2.8 the proceeds of any or all of the foregoing;

but excluding for the avoidance of doubt the Tax Credit Collateral and the Future Production Rights;

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 the Charged Assets fail to be assigned (whether at law or in equity) by way of security to Creasun, and the Tax Credit Collateral. Paragraph 14 of Schedule B1 of the Insolvency Act 1986 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 Creasun 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 Creasun notwithstanding any settlement of account or any other act, event or matter whatever, except only for the execution by Creasun of an absolute and unconditional release, or the execution by or on

behalf of Creasun of a receipt for all, and not part only, of the Secured Amounts and/or the obligations of the Borrower under the Investment Agreement and the obligation of the FPC under this Charge, and this Charge shall not prejudice or affect any other security which Creasun 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 Production 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 approved by Creasun unless and until an Event of Default occurs.
- 3.5 Creasun 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 Creasun 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 Creasun 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 Creasun, 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 Act 1986 or any action with a view to obtaining such a moratorium shall not cause the floating charge to automatically crystallise.

#### **5 Enforcement**

- 5.1 On the happening of any Event of Default or at any time thereafter, the floating charge created by Clause 4.2 shall automatically be converted with immediate effect into a fixed charge, the obligation of Creasun to advance monies under any Relevant Agreement shall immediately terminate, the security hereby created shall become enforceable and the Secured Amounts shall immediately become due and payable.
- 5.2 On or at any time after this Charge has become enforceable (and without prejudice to the statutory power of sale conferred by the Law of Property Act 1925 which is applicable to this Charge), Creasun 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 Creasun in its absolute discretion may think fit.
- 5.3 Creasun 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 Creasun decides. Creasun 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 The Law of Property Act 1925 Section 103 and the restrictions contained in Sections 93, 103 and 109 of that Act shall not apply to the security created by this Charge.
- 5.6 In addition to the foregoing provisions of this Clause, Creasun may, at any time after an Event of Default is declared, appoint in writing a Receiver or Receivers, or an Administrator pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986, in respect of the Charged Assets or any part of them on such terms as to remuneration and otherwise as it shall think fit, and may from time to time remove any Receiver and appoint another in his or their stead, **PROVIDED THAT**, solely for the purposes of this clause, the obtaining of a moratorium under Schedule A1 of the Insolvency Act 1986 or any action with a view to obtaining such a moratorium, shall not of itself (but without prejudice to Creasun's rights should other Events of Default then exist) entitle Creasun 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 Schedules 1 and B1 to the Insolvency Act 1986 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 Creasun 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 Creasun 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 Creasun 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 Creasun and to do any other act or thing which a Receiver appointed under the Law of Property Act 1925 or the Insolvency Act 1986 would have power to do subject to the provisions of this Charge, **PROVIDED ALWAYS THAT** nothing contained in this Charge shall make Creasun 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, Creasun or a Receiver may (but shall not be obliged to) do all such things and incur all such expenditure as Creasun 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 Creasun or the Receiver shall be deemed an expense properly incurred and paid by Creasun, and the FPC shall reimburse the same on demand to Creasun.
- 5.9 If an Administrator is appointed such Administrator will have all the powers conferred on them by statute including all the powers set out at Schedule 1 of the Insolvency Act 1986.

## **6 Covenants and Warranties**

- 6.1 The FPC warrants, undertakes and agrees with Creasun 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 Creasun or as set out in the ICA;
- 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 Creasun, 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 Creasun 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 Creasun such information concerning the location, condition, use and operation of the Materials as Creasun may reasonably require, and to permit any persons designated by Creasun 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 Creasun may from time to time reasonably require for the purpose of enforcing Creasun'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 Creasun for that purpose;

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

- 6.2 Creasun 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 Creasun or to which Creasun may at any time be entitled under this Charge.

## **7 Grant of Time or Indulgence**

- 7.1 The security created by this Charge shall not be affected or prejudiced in any way by Creasun 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 Creasun 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**

- 8.1 Creasun 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 Creasun 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 Creasun 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 Creasun or any Receiver.

## **10 Protection of Creasun and Receiver**

- 10.1 Neither Creasun 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 Creasun or any Receiver liable to account as mortgagee in possession, and if and whenever Creasun 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 Creasun and, if any Receiver has been appointed, Creasun 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 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 Creasun that, on request, it will ratify and confirm all documents, acts and things and all transactions entered into by Creasun or by the FPC at the instance of Creasun in the exercise or purported exercise of the aforesaid powers.

## **12 Indemnity**

- 12.1 The FPC shall, on demand, pay to Creasun 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 Creasun to fully indemnify Creasun 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 Creasun or the Receiver on a solicitor and own client basis), awards and damages howsoever arising which Creasun or the Receiver may incur (in the case of Creasun, 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 Creasun or the Receiver under this Charge, the Investment Agreement or any other document relating thereto, or of any failure by the FPC to comply with its obligations to Creasun 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 Investment Agreement from the date on which they were paid or incurred by Creasun or the Receiver (as the case may be), and such amounts and interest may be debited by Creasun to any account of the FPC at Creasun, but shall in any event form part of the Secured Amounts and accordingly be secured on the Charged Assets.
- ## **13 Further Assurance**
- 13.1 The FPC shall on demand do all acts and execute all such documents as Creasun may reasonably specify for perfecting any security created or intended to be created by this Charge or which Creasun or the Receiver may specify with a view to facilitating the exercise, or the proposed exercise, of any of their powers.

**14 Other Security**

- 14.1 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 Creasun 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**

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

**16 Creasun's Costs and Expenses**

- 16.1 All costs, charges and expenses incurred hereunder by Creasun and all other monies paid by Creasun 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 (and so that any taxation of Creasun's costs, charges and expenses shall be on the basis of solicitor and own client) 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 Creasun may have or, but for the said charge, would have for the Secured Amounts or any part thereof.

**17 Power of Sale**

- 17.1 The power of sale conferred on mortgagees by the Law of Property Act 1925 shall apply to the security hereby created, but without the restrictions contained in the said Act as to giving notice or otherwise, and the statutory power of sale shall, as between Creasun and a purchaser or other person dealing with Creasun or a Receiver, arise on and be exercisable at any time after the execution of this Charge, provided that Creasun 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**

- 18.1 Upon repayment in full to Creasun of the Secured Amounts, Creasun will, at the request and cost 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**

- 19.1 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**

- 20.1 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**

- 21.1 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**

- 22.1 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 England and Wales. Each party irrevocably submits for all purposes in connection with this Charge (including any disputes or claims) to the exclusive jurisdiction of the English courts.

**SCHEDULE 1**  
**EVENTS OF DEFAULT**

- 1 Any of the following happening to a Relevant Party:
  - 1.1 any order being made or an effective resolution passed or a petition presented or other steps taken for the winding up, dissolution or liquidation of a Relevant Party (other than for the purpose of a reconstruction or amalgamation the terms of which have previously been approved by Creasun in writing) or the making of an administration order against a Relevant Party or a Relevant Party entering into administration; or
  - 1.2 a liquidator, administrator, (whether appointed pursuant to the Enterprise Act 2002 or otherwise), receiver, trustee, supervisor, sequestrator or similar officer being appointed in respect of all or any of the assets of a Relevant Party, or any legal procedure is commenced or other steps taken with a view to the appointment of any such aforementioned officer; or
  - 1.3 any other steps are taken to enforce any charge or other security over any of the property of a Relevant Party; or
  - 1.4 a distress, execution or other legal process being levied against any of the assets of a Relevant Party and not being discharged or paid within 7 days; or
  - 1.5 a Relevant Party suspending payment of its debts or being deemed under section 123 of the Insolvency Act 1986, or any other statutory modification or re-enactment thereof or any equivalent legislation thereto, to be unable to pay its debts, or otherwise becoming insolvent or announcing an intention to suspend payment of its debts; or
  - 1.6 a Relevant Party selling, transferring or otherwise disposing of the whole or a substantial part of its undertaking or assets, whether by a single transaction or a number of transactions, without the prior consent in writing of Creasun; or
  - 1.7 any indebtedness of a Relevant Party becoming immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity, by reason of a default on the part of any person; or
  - 1.8 a Relevant Party failing to discharge any indebtedness on its due date (other than a liability which the Relevant Party shall then be contesting in good faith), or repayment of any such indebtedness being due on demand and not being paid in full forthwith on such demand being made; or
  - 1.9 any steps being taken to repossess any goods in the possession of a Relevant Party under any hire purchase, conditional sale, leasing, retention of title or similar agreement; or
  - 1.10 any analogous event to any of the above occurring in any other jurisdiction; or
- 2 the FPC ceasing, or threatening to cease, to carry on business; or
- 3 the production of the Film is abandoned or the FPC fails to complete and deliver the Film; or
- 4 any representation or warranty made by any Relevant Party hereunder or in any of the Relevant Agreements being incorrect in any material respect as of the date on which it is made or deemed to be made, or there being any material adverse change in the position as

set out in such representation or warranty and which, in the reasonable opinion of Creasun, may prejudice the ability of the FPC to discharge the Secured Amounts; or

- 5 there is in material breach by any Relevant Party of any Relevant Agreement which, in the reasonable opinion of Creasun, may prejudice the ability of the Chargor to discharge the Secured Amounts; or
- 6 any necessary consent of any governmental or other regulatory body being withheld, withdrawn or modified which in the reasonable opinion of Creasun is necessary for the production of the Film or its delivery in accordance with the Relevant Agreements; or
- 7 control of the FPC passing without the consent of Creasun to any Person, acting either individually or in concert.

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  
**COME AWAY FILMS LTD**  
acting by a duly authorised director

Director

in the presence of

Witness

Name and address of Witness (Print):

Shereen Ali

8 8t Donalts Road

SE14 6NR

Executed and delivered by  
**CREASUN ENTERTAINMENT USA INC.** acting  
by a duly authorised signatory

Authorised Signatory

in the presence of

Witness

Name and address of Witness (Print):

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  
**COME AWAY FILMS LTD**  
acting by a duly authorised director

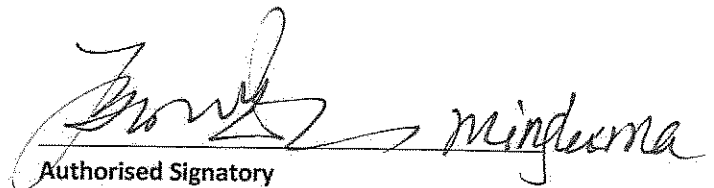
\_\_\_\_\_  
Director

in the presence of

\_\_\_\_\_  
Witness

Name and address of Witness (Print):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed and delivered by  
**CREASUN ENTERTAINMENT USA INC.** acting  
by a duly authorised signatory

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

in the presence of

  
\_\_\_\_\_  
Witness

Name and address of Witness (Print):

\_\_\_\_\_  
George Acogny  
\_\_\_\_\_  
5931 Park Ave.  
\_\_\_\_\_  
Woodbridge Hills, LA 91367