



Registration of a Charge

Company name: **COME AWAY FILMS LTD**

Company number: **11325174**

Received for Electronic Filing: **13/08/2018**



X7C86HWP

Details of Charge

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

Charge code: **1132 5174 0003**

Persons entitled: **FILM FINANCES, INC.**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

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: **KATRINA STAGNER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11325174

Charge code: 1132 5174 0003

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 13th August 2018 .

Given at Companies House, Cardiff on 15th 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**

EXECUTED

COME AWAY
Completion Agreement
Final Version

THIS AGREEMENT is made the 7th day of August 2018

BETWEEN

- (1) **MAGINOT LINE, LLC**, a California limited liability company whose registered office is at 2110 Main Street, Suite 205, Santa Monica, CA 90405 ("Borrower");
- (2) **COME AWAY FILMS LIMITED**, a company incorporated under the laws of England and Wales (company number: 11325174) whose registered office is at 10 Orange Street Haymarket, London, United Kingdom, W2H 7DQ ("UKFPC");
- (3) **COME AWAY PRODUCTIONS (US), LLC**, a California limited liability company whose registered office is at 2110 Main Street, Suite 205, Santa Monica, CA 90405 ("LAFPC" and together with Borrower and UKFPC, the "Company" and also the "Chargors" hereunder); and);
- (4) **FILM FINANCES, INC.**, whose registered office is at Suite 1400, 9000 Sunset Boulevard, Los Angeles, California 90069 (hereinafter called the "Guarantor").

RECITALS:-

- (A) By a commissioning agreement dated on or about the date hereof (as such agreement may be modified, amended and supplemented from time to time, the "Commissioning Agreement") between UKFPC and Borrower, Borrower has commissioned UKFPC to produce a film provisionally entitled "Come Away" (the "Film") on the terms set out therein;
- (B) Borrower has agreed to provide an amount equal to the Budget to the UKFPC in return for which the UKFPC has agreed to produce the Picture in accordance with the "Commissioning Agreement";
- (B) LAFPC has agreed to render production services in accordance with a production services agreement between UKFPC and the LAFPC dated on or about the date hereof whereby LAFPC has agreed to render production services on a portion of the Picture in the USA (the "LA Production Services Agreement" and together with the Commissioning Agreement, the "Producer Agreements");
- (C) Pursuant to loan and security agreement dated on or about the date hereof between the Tinres Entertainment Inc. (the "Tin") and Borrower (as such agreement may be modified, amended and supplemented from time to time, the "Tin Rez Agreement"), Tin has agreed to make available certain funds to the Borrower to be applied to the cost of production of the Film in accordance with the terms and subject to the conditions of the Tin Rez Agreement;
- (D) Pursuant to a financing deal memorandum (as such agreement may be modified, amended and supplemented from time to time, the "Creasun Agreement") dated on or about the date hereof between Creasun Entertainment USA Inc. ("Creasun") and Borrower, Creasun has agreed to make available certain funds to Borrower to be applied to the cost of production of the Film in accordance with the terms and subject to the conditions of the Creasun Agreement;
- (E) Pursuant to a financing deal memorandum (as such agreement may be modified, amended and supplemented from time to time, the "Ace Agreement") dated on or about the date hereof between Ace Entertainment, LLC ("Ace") and Borrower, Ace has agreed to make available certain funds to Borrower to be applied to the cost of production of the Film in accordance with the terms and subject to the conditions of the Ace Agreement (the Ace Agreement, together with the Tin Agreement and the Creasun Agreement are referred to as the "Funding Agreements" and each a "Funding Agreement" and Tin, together with Ace

and Creasun are referred to as the "Funders" and each a "Funder");

- (F) By an interparty agreement (the "**Interparty Agreement**") dated on or about the date hereof between, among others, the Company, Borrower, the Sales Agent (as defined below) and the Guarantor, the parties thereto have agreed certain matters as between themselves;
- (G) Pursuant to a sales agency agreement dated on or about the date hereof (the "**Sales Agent Agreement**") between Capstone Group, LLC (the "**Sales Agent**") and Borrower, the Sales Agent has been appointed as sales agent to sell the distribution rights in the certain territories upon the terms and conditions of the Sales Agent Agreement;
- (H) By an intercreditor agreement (the "**Intercreditor Agreement**") dated on or about the date hereof between, among others, Tin, Ace, Creasun and the Guarantor, the parties thereto have agreed certain matters as between themselves and references herein to the Intercreditor Agreement shall be deemed to be references to those documents as amended by the Intercreditor Agreement

The Funders have required the Guarantor to provide three separate completion guarantees relating to the Film (hereinafter together called the "**Guarantee**") of even date. In order to give such Guarantee, the Guarantor requires the Chargors to enter into this Agreement.

NOW THIS DEED WITNESSETH as follows:-

1. The Company hereby warrants and represents to the Guarantor that:-
 - 1.1 The shooting schedule dated 25 July 2018 and the post production schedule dated 20 July 2018 (collectively the "**Production Schedule**") and the budget dated 24 July 2018 of USD\$27,000,000 (including a guarantee fee of USD\$434,276 and a contingency of USD\$1,500,000) (hereinafter called the "**Budget**") and the screenplay dated 3 July 2018 written by Marissa Kate Goodhill (the "**Script**") for the Film which to the extent required have been approved by the Guarantor have also been approved by Borrower, the Funders and the Company;
 - 1.2 The producers, director and principal artists for the Film have also been approved as aforesaid and have entered into (or will enter into) agreements with the UKFPC, as applicable, in those capacities during the production of the Film;
 - 1.3 The Company has obtained all such rights and licences in respect of all treatments and written matter of all kinds and the Company will as soon as reasonably practicable obtain such rights and licences in respect of any musical matter embodied or to be embodied or used in the Film or on which the Film will be based as are necessary to enable the Company to comply with its obligations to the Funders contained in the Funding Agreements and the Interparty Agreement and to Borrower contained in the Producer Agreements;
 - 1.4 The UKFPC and the director of the Film will be the joint author of the Film and (subject to the rights and security interests of the Funders and this Agreement) the copyright in and all rights of representing, exhibiting and exploiting the Film will vest absolutely in Borrower in accordance with the terms of the Commissioning Agreement.
2.
 - 2.1 Forthwith upon the execution of this Agreement the Company shall effect and maintain or procure that there are effected and maintained such customary insurance in relation to the Film as may be required by the Guarantor and the Funders and shall produce to the Guarantor on demand the policies of insurances and cover notes therefor and the receipts for premiums paid. The Guarantor acknowledges that it has received and has approved the insurance policies which have been required by and provided to it prior to the date of this Agreement.

- 2.2 The Company shall from time to time during production of the Film and whether or not insurances have been placed or entered into jointly with the Guarantor, effect such further insurances (as a cost to the Budget) for such amounts and covering such risks as the Guarantor may reasonably specify in order to ensure that full insurance is effected at all times until delivery of the Film. The Company shall inform the Guarantor of all further insurances or modifications or extensions effected as aforesaid and produce to the Guarantor on demand the further policies of insurance or endorsements to earlier policies and the receipts for premiums paid (which premiums shall form part of the actual cost of production of the Film).
- 2.3 The Company shall not knowingly do, or permit, or suffer to be done, any act or thing whereby the policy or policies of insurance hereinbefore referred to or any of them may become in whole or part void or voidable.
- 2.4 If the Company shall fail to effect and maintain any such policy of insurance within a reasonable period of being required so to do by the Guarantor, the Guarantor may effect and maintain the same (and shall provide copies thereof to the Company) and in that event any premiums thereon paid by the Guarantor shall forthwith on demand be repaid to it by the Company out of the Budget.
- 2.5 Notwithstanding any of the provisions of this Agreement if the Guarantor shall advance any monies or make any payment under the Guarantee after any expense or liability has been incurred in connection with the Film:
- (a) which is covered by insurance maintained by the Company under this Clause, the Company shall (whether or not formally demanded by the Guarantor) promptly make a claim under such insurance policy or policies and pay to the Guarantor any monies received by it under the relevant insurance policy or policies (but not exceeding the amount of such advance or payment) as soon as the insurance claim has been settled and the amount thereof received by the Company, and PROVIDED FURTHER that the Company shall ensure that at all times notice of the Guarantor's rights under this Clause are endorsed upon such policy or policies; or
 - (b) which ought to have been covered by insurance maintained by the Company under this Clause, and which is either not insured or under-insured by reference to the Guarantor's requirements specified to the Company prior to the date hereof, the Company shall pay to the Guarantor forthwith on demand out of the Budget (if applicable) such sums as would have been received under such insurance policies if they had been effected by the Company as aforesaid.
3. 3.1. Each of the Borrower, UKFPC and LAFPC shall each, until the Guarantor shall be released from or have no further liability of any nature under the Guarantee, promptly inform the Guarantor of all matters substantially or materially affecting its credit and financial standing or business or ability to perform its obligations under any of the terms hereof or of the Producer Agreements and/or the Funding Agreements, including any legal proceedings threatened against the Borrower, UKFPC and LAFPC, as applicable, and actually commenced, the progress of such proceedings and of any judgments entered against it.
- 3.2 Each of the Borrower, UKFPC and LAFPC shall produce the Film in all respects in accordance with the provisions of the Producer Agreements and the Funding Agreements, the shooting schedules and the Budget and shall not without the prior consent of the Guarantor make or agree to make any variation or modification therein or in the personnel or other details of production approved by the Guarantor, Borrower or the Funders or the Distributors (defined herein as in the Guarantee) or any of them other than minor variations or modifications arising as a result of the

normal exigencies of film production and not resulting in an increase in the cost of production of the Film or in any delay in the completion of the production of the Film.

- 3.3 During the production of the Film, the Borrower, UKFPC and LAFPC shall each, as applicable, keep the Guarantor informed about the progress of production and the plans for continuing and completing production of the Film and shall also prepare daily progress reports and weekly cost statements and supply copies thereof to the Guarantor without delay and shall also submit to the Guarantor for inspection and approval any estimates of future expenditure or statements of costs incurred which the Borrower, UKFPC and LAFPC are each required to submit to the Funders or the Distributors or which the Guarantor may reasonably require. The Guarantor or its representatives shall be entitled at any reasonable time until it shall be released from or have no further liability of any nature under the Guarantee to attend at the studios or elsewhere to watch the production of the Film to see rushes or rough cuts and to inspect the accounts, books and records of the Borrower, UKFPC and LAFPC, as applicable, and take extracts therefrom in so far as they relate to the Film provided that the Guarantor agrees to comply with the reasonable requests of the Borrower, UKFPC and LAFPC, as applicable, in relation to attendance on set and to exercise its rights under this clause 3 reasonably and in such a manner as not to interfere with the production schedule for the Film or the business of the Borrower, UKFPC and LAFPC, as applicable, .
- 3.4 The Guarantor shall be entitled to demand from the Borrower, UKFPC and LAFPC an explanation of any matter relating to the production of the Film whether or not arising from anything disclosed in the documents and accounts made available to it as aforesaid, if the Guarantor has reasonable grounds to believe that such matter is likely to involve the Guarantor in a risk of incurring liability or of any claim being made on it under the Guarantee. The Borrower, UKFPC and LAFPC shall give any explanation as may be required without delay and (if required) shall attend a meeting at which the producers, director or any other person concerned with the production whose presence the Guarantor shall request shall be present to discuss the matter with the representatives of the Guarantor (Provided always that no such meetings shall by reason of their place time or frequency interfere with the production of the Film) and the Borrower, UKFPC and LAFPC shall give full consideration to the views and proposals put forward by the Guarantor in order to decide on the steps to be taken to remove such risk.
- 3.5 The Borrower, UKFPC and LAFPC each undertakes to keep the Guarantor fully informed as to the state of delivery of the Film to each of the persons to whom the Guarantor is bonding delivery under the terms of the Guarantee and to provide the Guarantor with copies of all letters and other documents or communications written or otherwise made either by the Borrower, UKFPC and LAFPC or the Funders affecting any item which the Borrower, UKFPC and LAFPC is obligated to deliver to any of them.
- 3.6 If either:-
- (a) after any such explanation or meeting as referred to in Clause 3.4, the Guarantor is of the reasonable opinion that the likelihood of the risk of the Guarantor incurring liability or of any claim being made on it under the Guarantee will not be removed or adequately reduced by the steps proposed to be taken by the Borrower, UKFPC and LAFPC; or
 - (a) at any time the Guarantor is of the reasonable opinion that the production is likely to involve the Guarantor in a risk of incurring liability or of any claim being made on it under the Guarantee; or
 - (c) there shall at any time be a failure by the Borrower, UKFPC and LAFPC to

comply with any of the material terms (including without limitation, any breach of any warranty or representation) hereof or of the Producer Agreements or of the Funding Agreements which in the reasonable opinion of the Guarantor is likely to result in the risk of the Guarantor incurring liability or of any claim being made on or under the Guarantee;

then the Borrower, UKFPC and LAFPC shall forthwith faithfully comply with any instructions with regard to production methods given by the Guarantor for removing any such risk or remedying any such failure including the dismissal of any person or persons engaged on the production of the Film PROVIDED THAT no such instructions shall be contrary to the provisions of the Producer Agreements and/or the Funding Agreements and the Interparty Agreement (except with the consent of the relevant Funder(s)) or any other contractual obligations of the Borrower, UKFPC and LAFPC or Borrower in respect of the Film previously approved by the Guarantor.

3.7 If either:-

- (a) at any time the Borrower, UKFPC and LAFPC shall be in material breach of any of the provisions (including without limitation, any material breach of warranty or representation) hereof or of the Commissioning Agreement, the Producer Agreements, the Funding Agreements or the Interparty Agreement and the Borrower, UKFPC and LAFPC fails to remedy such breach within two (2) business days during principal photography or within five (5) business days at any other time of written notice from the Guarantor in the case of a remediable breach or in the case of an irremediable breach fails to have embarked upon a course of action reasonably satisfactory to the Guarantor designed to mitigate or respond to the same; or
- (b) at any time the Borrower, UKFPC and LAFPC fails to carry out any instructions given by the Guarantor under sub-clause 3.6; or
- (c) at any time the Guarantor is of the opinion (on reasonable grounds) that the production is likely to involve the Guarantor in a risk of incurring liability or of any claim being made on it under the Guarantee and the Borrower, UKFPC and LAFPC fails within five (5) business days of the same being communicated to the Borrower, UKFPC and LAFPC in writing to cure the situation which is of concern to the Guarantor, to the Guarantor's satisfaction,

then subject to the terms of the Interparty Agreement the Guarantor shall have the right to take over and complete the production of the Film in accordance with the provisions of the Producer Agreements, the Funding Agreements and the Interparty Agreement and shall if it exercises such right upon written notice to the Borrower, UKFPC and LAFPC be deemed to have been irrevocably appointed the manager and agent of the Borrower, UKFPC and LAFPC for such purpose and the Borrower, UKFPC and LAFPC shall at the request of the Guarantor place at the disposal of and under the control of the Guarantor the Production Account (as defined in the Interparty Agreement, and subject to the rights of Borrower and/or Funders therein) and all other persons and equipment employed and used by the Borrower, UKFPC and LAFPC in connection with the production of the Film BUT the Guarantor shall incur no liability to the Borrower, UKFPC and LAFPC for or in connection with such appointment PROVIDED THAT the Guarantor shall observe the contractual obligations of the Borrower, UKFPC and LAFPC to third parties relating to the Film. PROVIDED ALWAYS that the exercise of the rights given to the Guarantor under sub-clauses 3.6 and 3.7 of this Clause shall terminate if the Borrower, UKFPC and/or LAFPC shall raise such additional finance or take such other steps as shall in the reasonable opinion of the Guarantor adequately protect the Guarantor from incurring any liability or of any claim being made on it under the Guarantee BUT WITHOUT PREJUDICE to the rights of the Guarantor subsequently to exercise any of the

powers or rights contained in this Clause and at any time to exercise any of the other powers or rights of the Guarantor contained in this Agreement (including without limitation, pursuant to the security interest created under Clause 5 hereof). Where reference is made above to two (2) or five (5) business days, and the instructions to cure given by the Guarantor are such that they cannot be completed within two (2) or five (5) business days, as applicable, the Borrower, UKFPC and LAFPC, as applicable, shall be allowed such additional time to remedy the default or to cure the situation as the Guarantor shall reasonably deem to be sufficient to do so, provided that the Borrower, UKFPC and LAFPC, as applicable, immediately initiates the required action and diligently carries it to completion. If the Guarantor takes over the production then it shall not replace the director or the individual producers of the Film provided they promptly follow all of the Guarantor's reasonable instructions with respect to the Film which shall be given by the Guarantor in its sole discretion. The Guarantor can replace such director and producer immediately if they fail to follow such instructions provided that the Guarantor will not replace the director and/or the individual producers unless they are in breach of a material term of their respective contracts with the Borrower, UKFPC and LAFPC, as applicable. For the purpose of giving effect to this sub-clause and to facilitate the performance by the Guarantor of its obligations under the Guarantee (and without prejudice to the power of attorney contained in Clause 11 below) the Borrower, UKFPC and LAFPC hereby undertakes that it will upon execution of this Agreement (i) execute the powers of attorney in the form set out in the First Schedule hereto in favour of the Guarantor or such other person as the Guarantor may direct, (ii) procure that a letter or letters in the form set out in the Second Schedule hereto (or in such other form as the Guarantor may approve) is written to and acknowledged by the bank at which the Production Account (as defined in the Interparty Agreement) is held and (iii) procure an access letter or letter in the form set out in the Third Schedule hereto issued to and executed by a laboratory or facility house that is pre-approved by the Guarantor.

If the Guarantor takes over the production it shall keep true and accurate records of its expenditures in relation to the Film, and shall retain all such records and any other documents that it may obtain in relation to its production of the Film, for not less than one year. Thereafter if it desires to dispose of such records and documents it shall first offer them to the Borrower, UKFPC and LAFPC, who in the meantime shall have access thereto on reasonable notice for auditing purposes. If the Borrower, UKFPC and LAFPC fails to take possession of such records and documents within thirty days after they are offered to the Borrower, UKFPC and LAFPC, the Guarantor shall have the right to destroy them.

4. The Company will pay or procure to be paid to the Guarantor (but only from the proceeds of exploitation of the Film in accordance with the recoupment provisions set out in the collection agreement pursuant to which Fintage House has been appointed as collection agent in relation to revenues from the exploitation of the Film (the "**Collection Agreement**") all such sums as the Guarantor may hereafter be required to pay pursuant to the terms of the Guarantee (less any amounts refunded to the Guarantor by insurance or otherwise pursuant to the terms hereof) plus interest thereon from the date of the same being paid by the Guarantor and until receipt thereof by the Guarantor at the rate (after as well as before judgment) per annum of two per cent (2%) above Lloyds Bank plc base rate in force from time to time (all monies payable as aforesaid and under Clause 2 hereof by the Guarantor and all other reasonable costs, charges and expenses of the Guarantor properly attributable to the Film (other than the Guarantor's general overhead and administrative expenses) being hereinafter called the "**Secured Sums**") PROVIDED THAT this right of the Guarantor shall not be affected by any amendment or variation to the terms of the Guarantee and the Guarantor is hereby irrevocably authorised by the Company to make any payments and comply with any claims or demands on the Guarantor under or in connection with the Guarantee on the first demand being made without any further reference to or further authority from the Company and notwithstanding that the Company may dispute the validity of or that the Guarantor could have resisted any such demand.

5. Each of the Chargors (to the extent of its rights, title and interest) as a continuing security, subject to the terms of the Intercreditor Agreement and the Funders under the Funding Agreements, their security agreements, Collection Agreement, the Guarantee, the Notices of Assignment (as such term is defined in the Interparty Agreement) and the Interparty Agreement (but only insofar as each Chargors' owns such rights):-

- 5.1 assigns absolutely to the Guarantor all present and future rights, title and interest of the Chargors of and in the Film and all other written (including any scripts) and musical matter embodied or to be embodied or used in the Film or acquired in connection with its production and the negative and prints thereof and all rights of representing, exploiting and exhibiting the same; and
- 5.2 assigns absolutely to the Guarantor all present and future interest and rights of the Chargors of and in (a) in the case of the Company, the Producer Agreements and the Funding Agreements and all other present and future agreements entered into by the Company in connection with the production of the Film and (b) in the case of Borrower, the Commissioning Agreement; and
- 5.3 charges in favour of the Guarantor with the payment and discharge of the Secured Sums by way of first fixed charge all present and future property acquired for the production of the Film; and
- 5.4 charges in favour of the Guarantor with the payment and discharge of the Secured Sums by way of first floating charge the whole of each Chargors' undertaking and assets, wheresoever and whatsoever, present and future relating to the Film, other than any assets for the time being effectively assigned or charged to the Guarantor pursuant to the previous sub-clauses of this Clause or otherwise howsoever,

in each case excluding the Tax Credit Collateral and the Future Production Rights (as such term is defined in the Charge entered into between UKFPC and Guarantor and dated on or about the date hereof) (the property and assets of the Chargors for the time being assigned or charged to the Guarantor under Clauses 5.1, 5.2, 5.3 and 5.4 above being hereinafter called the "Charged Property") PROVIDED THAT on the payment or discharge of the Secured Sums and the Guarantor having no further liability of any nature under the Guarantee, the Guarantor shall at the request of the Chargors release or re-assign the Charged Property from the security constituted by this Agreement and the Guarantor shall sign all such documentation as the Chargors shall reasonably request to confirm such release and re-assignment.

- 6 Subject always to the terms of the Interparty Agreement and the Intercreditor Agreement, the Chargors:

- 6.1 shall not create, grant or permit to subsist any mortgage, security interest or charge, whether fixed or floating (other than any created by or pursuant to the Producer Agreements, the Funding Agreements and as permitted by the Interparty Agreement) on or over all or any part of the Charged Property, whether ranking in priority to, behind or pari passu with the security hereby created;
- 6.2 shall not while any monies are due or after any interest becomes payable to the Guarantor hereunder agree to exploit or otherwise deal with any of the Charged Property falling within Clauses 5.1 to 5.3 (inclusive) other than pursuant to the Producer Agreements, the Funding Agreements and the Interparty Agreement and any of the agreements pursuant to which the Company has granted rights or hereafter grants rights to distribute the Film (the "Distribution Agreements") without the prior consent of the Guarantor in writing; and
- 6.3 undertakes on demand to enter into (at the Guarantor's cost) such further documents as the Guarantor may reasonably require whether they be mortgages, charges or other forms of security document and do all such other acts and things (including the

giving of any notices) as the Guarantor may reasonably require in accordance with the Interparty Agreement to give effect to or to perfect the security intended to be created hereby in any territories of the world as the Guarantor deems reasonably appropriate.

7. The Secured Sums shall become immediately due and payable by the Company to the Guarantor (but only from the proceeds of exploitation of the Film in accordance with the recoupment provisions set out in the Collection Agreement) on notice and the security created or constituted hereby shall become immediately enforceable by the Guarantor but only with recourse to the Charged Property upon the occurrence of any of the following events (each an "Enforcement Event"):-
- 7.1 If demand to the Company in writing for payment in accordance with the terms of this Agreement is made by the Guarantor and payment thereof is not made by the Company within ten (10) days of the date of such demand; or
 - 7.2 If the Company makes default in the observance or performance of any material covenant or material provision (including without limitation, any breach of any warranty or representation) contained or implied by statute herein or in the Producer Agreements or the Funding Agreements or in any mortgage or charge to or agreement with any person entered into in connection herewith or therewith and the breach of which may render the Guarantor liable pursuant to the Guarantee and the Company does not cure the same within ten (10) days of written notice thereof; or
 - 7.3 If any judgment is obtained against the Company which substantially or materially affects its credit and financial standing in relation to the Guarantor and is not discharged within fourteen (14) days of such judgment being obtained unless the Chargors shall appeal such judgment within the time allowed for appeal; or
 - 7.4 If any distress or execution is levied or issued upon or against any of the chattels or property of the Company and the same is not paid out within fourteen (14) days of the levying or issuing of the same; or
 - 7.5 If prior to the completion and delivery of the Film the Company shall cease or threaten to cease to carry on the business it carries on at the date hereof; or
 - 7.6 If the Company is unable to pay its debts as they fall due or commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors; or
 - 7.7 If prior to the completion and delivery of the Film the Company takes any corporate action or other steps are taken or legal proceedings are started for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its revenues and assets; or
 - 7.8 If at any time it is or becomes unlawful for the Company to perform or comply with any or all of its obligations hereunder or any of the obligations of the Company hereunder are not or cease to be legal, valid and binding.
8. Upon the security created or constituted by this Agreement becoming enforceable, and subject to the Interparty Agreement and to the rights of the Funders and the Company to revenues from the exploitation of the Film set out in the Producer Agreements, the Funding Agreements and the Collection Agreement and subject to the proviso that, notwithstanding any other terms of this Agreement, the recourse of the Guarantor shall be limited to the proceeds of the Charged Property:-

- 8.1 the Guarantor shall be entitled, by notice to the Chargors, to convert the floating charge contained in Clause 5.4 into a fixed charge as regards all or any of the assets or property specified in such notice; and/or
- 8.2 the Guarantor shall be entitled, with prior notice to the Chargors, to sell or otherwise dispose of the Charged Property for any consideration (whether payable immediately or by instalments) as the Guarantor shall think fit and to apply the proceeds in or towards the reduction or discharge of the Secured Sums. Such power of sale or other disposal shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and the restriction contained in section 103 of that Act on the exercise of the statutory power of sale shall not apply to any exercise by the Guarantor of its power of sale or other disposal which shall arise immediately upon the occurrence of an Enforcement Event. In relation to a purchaser a certificate in writing by an officer or agent of the Guarantor that such power has arisen and is exercisable shall be conclusive evidence of that fact; and/or
- 8.3 the Guarantor shall be entitled, with prior notice to the Chargors, to appoint by writing under hand of any officer or agent of the Guarantor or under seal of the Guarantor a receiver and manager or a receiver or receivers (hereinafter collectively called the "Receiver") of the Charged Property upon such terms as to remuneration (without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925) and otherwise as it shall think fit, and may from time to time remove the Receiver so appointed and appoint another in his place or appoint another to act jointly with any Receiver previously appointed by the Guarantor; and/or
- 8.4 the Guarantor shall have, and shall be entitled (but not obliged) without further authority from the Chargors to exercise, any or all of the powers and rights which a Receiver would have under or as referred to in this Agreement on a Receiver's appointment (whether or not a Receiver is appointed), subject (save as referred to in this Agreement) to the liabilities and obligations of a Receiver.
9. The Receiver shall be the Chargors' agent and shall have all powers conferred by the Law of Property Act 1925 on mortgagees and on mortgagees in possession and on receivers, and by the Insolvency Act 1986 on administrative receivers (whether or not the Receiver is in fact an administrative receiver), or by any like or similar statutory provisions, on any of the foregoing. The Company alone shall be responsible for the Receiver's acts and omissions and for the Receiver's remuneration. In particular, but without limiting any general powers of the Receiver or the Guarantor's power of sale, the Receiver shall have power (subject to any limitations or restrictions in the deed or instrument appointing the Receiver and to the provisions of the Producer Agreements, the Funding Agreements, the Interparty Agreement and the Collection Agreement and in particular but without limitation the allocation of revenue provisions):-
- 9.1 to take possession of, collect and get in the Charged Property;
- 9.2 to carry on, manage or concur in carrying on and managing the business of each of the Chargors (but only in connection with the Charged Property of that Chargor) or any part thereof and for any of those purposes to raise or borrow any money that may be required upon the security of the whole or any part of the Charged Property and to appoint managers, agents, servants and workmen at such salaries and for such periods as he may determine;
- 9.3 to complete and exploit the interests of the Chargors in the Film and for that purpose to employ any other film producing companies he may think fit and generally to deal with such interest in the Film whether completed or not in any manner he may in his unfettered discretion think to be to the advantage of the Guarantor and the Chargors or any of them and generally to exercise the powers granted to the Guarantor in relation to the production of the Film under Clause 3 hereof and to call upon the

Company to give without payment (other than payment of fees and expenses contained in the Budget) such assistance in connection therewith as may be required by him;

- 9.4 to sell or lease or concur in selling or leasing the interest of the Chargors in the Film and the rights relating thereto and all or any other part of the Charged Property (including without prejudice to the generality of the foregoing sums receivable by the Chargors from the proceeds of exploitation of the Film) or otherwise deal therewith on such terms in the interests of the Guarantor and the Chargors or any of them, and in each case, without the restriction imposed by section 103 of the Law of Property Act 1925 or the need to observe any of the restrictions or other provisions of section 99 or 100 of that Act, and generally upon such terms as he shall think fit;
 - 9.5 to make any arrangement or compromise in respect of the Charged Property which he shall think fit in the interest of the Guarantor and the Chargors or any of them;
 - 9.6 to do all other things as may seem to the Receiver to be incidental or conducive to any other power vested in the Receiver or to be conducive to the realisation of the security created or constituted by this Agreement; and
 - 9.7 to exercise in the name or on behalf and at the cost of the Company all the powers and rights of an absolute owner in respect of the Charged Property and to do or omit to do anything which the Chargors itself could do or omit to do, AND PROVIDED THAT in making any sale or other disposal of any of the Charged Property in the exercise of their respective powers the Receiver or the Guarantor may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including without limitation consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver or the Guarantor shall ipso facto be and become charged with the payment of the Secured Sums. Any contract for any such sale or other disposal by the Receiver or the Guarantor may contain conditions excluding or restricting the personal liability of the Receiver or the Guarantor.
10. Subject to the rights of the Funders under the Funding Agreements, to the provisions of the Interparty Agreement and the provisions of the Intercreditor Agreement and to the allocation of revenue provisions set out in the Producer Agreements, the Funding Agreements and the Collection Agreement, any moneys received by the Guarantor or by any Receiver appointed by it pursuant to this Agreement and/or under the powers conferred by this Agreement, shall, after this security shall have become enforceable, be applied for the following purposes and, unless otherwise determined by the Guarantor, in the following order of priority:-
- 10.1 in the payment of all costs, charges and expenses of and incidental to the Receiver's appointment and the payment of its remuneration;
 - 10.2 in the payment and discharge of any liabilities incurred by the Receiver on the Chargors' behalf in the exercise of any of the powers of the Receiver;
 - 10.3 in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of Section 109(8) of the Law of Property Act 1925;
 - 10.4 in or towards payment of any debts or claims which are by statute payable in preference to the Secured Sums but only to the extent to which those debts or claims have that preference;
 - 10.5 in or towards the satisfaction, subject to the terms of this Agreement, the Interparty Agreement and the Collection Agreement, of the Secured Sums in such order as the

Guarantor may determine in its absolute discretion from time to time; and

- 10.6 any surplus shall be paid to the Chargors or any other person who may be entitled to it, PROVIDED THAT only monies actually paid by the Receiver to the Guarantor in satisfaction or discharge of the Secured Sums shall be capable of being applied by the Guarantor in satisfaction thereof, and the provisions of this Clause 10 and Clause 9 shall take effect as and by way of variation and extension to the provisions of section 109 of the Law of Property Act 1925, which provisions so varied and extended shall be deemed to be incorporated herein.
11. 11.1 The Company hereby irrevocably appoints the Guarantor, each and every person to whom the Guarantor shall from time to time have delegated the exercise of the power of attorney conferred by this Clause 11, and any Receiver appointed hereunder and for the time being holding office as such, jointly and also severally to be the attorney or attorneys of the relevant company in its name and otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the Guarantor or any Receiver appointed hereunder shall consider requisite) for carrying out any obligation imposed on the Company by or pursuant to this Agreement and generally for enabling the Guarantor and the Receiver to exercise the respective powers conferred on them by or pursuant to this Agreement or by law. The Guarantor shall have full power to delegate the power conferred on it by this Clause 11, but no such delegation shall preclude the subsequent exercise of such power by the Guarantor itself or preclude the Guarantor from making a subsequent delegation thereof to some other person; any such delegation may be revoked by the Guarantor at any time.
- 11.2 The Company shall ratify and confirm all transactions entered into by the Guarantor or such Receiver or delegate of the Guarantor in the exercise or purported exercise of the Guarantor's or such Receiver's respective powers and all transactions entered into, documents executed and things done by the Guarantor or such Receiver or delegate by virtue of the power of attorney given by sub-clause 11.1 above. A copy of all instruments executed under this power of attorney shall be sent to the relevant Company as soon as possible after execution.
- 11.3 The power of attorney granted by this Clause 11, is as regards the Guarantor, its delegates and any such Receiver (and as the Company hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Agreement to secure proprietary interests of and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.
- 11.4 The Guarantor shall procure that the Receiver shall exercise its powers in a manner consistent with the Producer Agreements, the Funding Agreements, the Interparty Agreement, the Collection Agreement and the Distribution Agreements and any contracts entered into by the Company with third parties relating to the production and distribution of the Film.
12. No purchaser or other person dealing with the Guarantor or its delegate or any Receiver appointed hereunder shall be bound to see or inquire whether the right of the Guarantor or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Guarantor shall have lapsed for any reason or been revoked.
13. If the Guarantor shall advance any sums pursuant to the terms of the Guarantee, the Company shall deliver to the Guarantor copies of all lists of booking, revenue statements and accounts which the Company shall be entitled to receive.
14. Borrower and Company each hereby each acknowledges and confirms that it is not entitled to and has no interest in the benefit of the Guarantee and hereby each waives and releases

unto the Guarantor absolutely all such interest and benefit in the Guarantee as may exist now or in the future or has been hitherto vested in them.

15. Notices may be served by any party hereto on another by facsimile or by posting the same through the post in a first class prepaid letter to the other at the address stated at the head of this Agreement and shall be deemed to have been served at the expiration of one (1) business day after the time of sending the facsimile and two (2) business days after the time of posting (as the case may be) and in proving such service it shall be sufficient to show that the facsimile was sent or that the letter containing the notice was properly addressed and put into the post prepaid as aforesaid. In the case of notices to the Guarantor a copy shall be sent at the same time to:

Film Finances Limited, 15 Conduit Street, London W1S 2XJ (Attention: James Shirras) with a copy to:

Film Finances, Inc.
9000 Sunset Boulevard, Suite 1400
Los Angeles, California 90069
Attention: Bryan Bordon
Facsimile No.: (310) 275-1706
Email: bryanbordon@ffi.com

In the case of notices to Borrower and UKFPC, a copy shall be sent at the same time to:

Lee & Thompson LLP
4 Gee's Court
London W1U 1JD
Attention: Nicki Parfitt
Facsimile No.:
Email:

In the case of notices to Borrower, a copy shall be sent at the same time to:

To the Borrower:
Maginot Line, LLC
2110 Main Street, Suite 205
Santa Monica, California 90405
Attention: Steve Richards
Fax No.:
Email: Steve@endurance.media

With a courtesy copy to:
Levin Law Corp.
8844 West Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Attention: Ron Levin, Esq.
Fax No.:
Email: levin@levinlawcorp.com

16. The Company and Borrower acknowledge that the Guarantor has entered into agreements with certain insurers who insure certain of the Guarantor's obligations in relation to the Film and that pursuant to those arrangements, such insurers shall have the right to assume (whether by assignment or operation of law) the Guarantor's obligations and rights under this Agreement, subject to the terms hereof. Without prejudice to the foregoing, the Guarantor shall have a full and unfettered right to assign the whole or any part of the benefit of this Agreement to any such insurers and the expression the "Guarantor" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Guarantor who shall be entitled to enforce and proceed upon this Agreement in the same manner as if named herein. The Guarantor shall be entitled to impart any information concerning the Company to any such insurers, assignee or other successor or any participant or proposed insurers, assignee, successor or participant. Save in accordance with the Interparty Agreement, the Company shall not be entitled to assign or transfer or otherwise deal with (whether absolutely or by way of security) all or any of its rights and obligations hereunder.

17. For the purposes of the satisfaction or discharge of all or any part of the Secured Sums, the Guarantor may convert all or any monies received, recovered, realised or held by the Guarantor hereunder from their existing currencies of account into such other currency or currencies, and at such rate(s) of exchange, as the Guarantor shall reasonably think fit.
18. The Guarantor agrees to consent to the Chargors discharging the security herein created upon the later of the Guarantor being fully and unconditionally released from its obligations under the Guarantee and the Guarantor being paid all of the Secured Sums, and the Guarantor shall at such time execute such reasonable documentation as shall confirm the termination of the Power of Attorney attached as the First Schedule hereto and the letter attached as the Second Schedule hereto.
19. Each of the provisions hereof shall be severable and distinct from one another and if at any time any such provision is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, neither the validity, legality and enforceability of each of the remaining provisions hereof, nor the validity, legality and enforceability of such provision under the law of any other jurisdiction, shall in any way be affected, prejudiced or impaired thereby. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid. The parties agree, in the circumstances referred to above, to attempt in good faith to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.
20. The rights, powers and remedies provided hereby are cumulative and are in addition to, and are not, nor are they to be construed as, exclusive of or to be prejudicial to, any right of set-off or other rights, powers and remedies provided by law or by any other agreement between the Guarantor and the Company. No failure on the part of the Guarantor to exercise, or delay on its part in exercising, any of the rights, powers and remedies provided hereby or by law or by any other agreement shall operate as a waiver thereof, nor shall any single or partial waiver or exercise of any such right, power or remedy preclude any further or other waiver or exercise thereof.
21. The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales. The Chargors and the Guarantor hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales over any claim, dispute, or matter arising under or in connection with this Agreement or its enforceability save that this submission shall not affect the right of the Guarantor to issue proceedings against the Chargors in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
22. In this Agreement, unless the context otherwise requires:-
 - 22.1 words importing the singular shall include the plural and vice versa;
 - 22.2 references to the "Guarantor", the "Funders", "Borrower", the "Company" or the "Chargors" shall be construed so as to include their successors, transferees and assigns, from time to time;
 - 22.3 references to any statute shall include any statutory modification, extension or re-enactment of it or of any part of it for the time being in force and shall also include all instruments and regulations deriving validity from that statute;

- 22.4 references to this Agreement or any other deed, agreement or document shall be to this Agreement or, as the case may be, such other deed, agreement or document as the same may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

IN WITNESS whereof this Agreement has been executed and delivered as a Deed by the Company, Borrower and the Guarantor on the date set out above.

(II) UKFPC

BY THIS POWER OF ATTORNEY given this day of Two thousand and eighteen

COME AWAY FILMS LIMITED, a company incorporated under the laws of England and Wales (company number: 11325174) whose registered office is at 10 Orange Street Haymarket, London, United Kingdom, W2H 7Dq (the "Appointor")

HEREBY APPOINTS **FILM FINANCES, INC.** of 9000 Sunset Boulevard, Los Angeles, California 90069, USA (hereinafter called the "Attorney") acting through such officers or employees of the Attorney as the Attorney may from time to time appoint to be its lawful attorney in its name and on its behalf to execute all and any deeds, documents and instruments and generally to do all other acts and things on the Appointor's behalf as effectively as if done by the Appointor itself in relation to or in any way connected with the film provisionally entitled "COME AWAY" (the "Film") in respect of which the Attorney has given a guarantee of completion AND the Appointor hereby declares that all and anything which shall be done by the Attorney in relation to or in connection with the Film shall be as good, valid and effective to all intents and purposes whatsoever as if the same had been done by the Appointor.

The Attorney shall have the full and unrestricted right power and authority at any time to appoint any substitute (and to revoke any appointment so made) to act hereunder and the acts of the Attorney's substitute shall be fully valid and binding upon the Appointor as if the Appointor had performed the same itself.

The Appointor hereby undertakes from time to time and at all times to ratify and confirm whatsoever the Attorney shall cause to be done in accordance with and under the authority of this Power of Attorney.

This Power of Attorney shall be governed by and construed in accordance with English law, and is given by way of security to secure the performance of an obligation owed by the Appointor to the Attorney and the Appointor declares this Power of Attorney to be irrevocable.

IN WITNESS WHEREOF this POWER OF ATTORNEY was executed and delivered by the Appointor the day and year first above written

Executed as a deed on behalf of)
COME AWAY FILMS LIMITED)
acting by one director

in the presence of:-

witness signature

witness name

Witness address

(III) LAFPC

BY THIS POWER OF ATTORNEY given this day of Two thousand and eighteen

COME AWAY PRODUCTIONS, LLC, a California limited liability company of whose registered office is at 2110 Main Street, Suite 205, Santa Monica, CA 90405. (the "Appointor")

HEREBY APPOINTS **FILM FINANCES, INC.** of 9000 Sunset Boulevard, Los Angeles, California 90069, USA (hereinafter called the "Attorney") acting through such officers or employees of the Attorney as the Attorney may from time to time appoint to be its lawful attorney in its name and on its behalf to execute all and any deeds, documents and instruments and generally to do all other acts and things on the Appointor's behalf as effectively as if done by the Appointor itself in relation to or in any way connected with the film provisionally entitled "COME AWAY" (the "Film") in respect of which the Attorney has given a guarantee of completion AND the Appointor hereby declares that all and anything which shall be done by the Attorney in relation to or in connection with the Film shall be as good, valid and effective to all intents and purposes whatsoever as if the same had been done by the Appointor.

The Attorney shall have the full and unrestricted right power and authority at any time to appoint any substitute (and to revoke any appointment so made) to act hereunder and the acts of the Attorney's substitute shall be fully valid and binding upon the Appointor as if the Appointor had performed the same itself.

The Appointor hereby undertakes from time to time and at all times to ratify and confirm whatsoever the Attorney shall cause to be done in accordance with and under the authority of this Power of Attorney.

This Power of Attorney shall be governed by and construed in accordance with English law, and is given by way of security to secure the performance of an obligation owed by the Appointor to the Attorney and the Appointor declares this Power of Attorney to be irrevocable.

IN WITNESS WHEREOF this POWER OF ATTORNEY was executed and delivered by the Appointor the day and year first above written

Executed as a deed on behalf of
COME AWAY PRODUCTIONS, LLC
acting by one director

in the presence of:-

witness signature 

witness name ANDREW RODA

Witness address 2110 MAIN ST #205
SANTA MONICA, CA 90405

THE SECOND SCHEDULE
PRODUCTION ACCOUNT TAKEOVER LETTER

Date: 2018

The Manager
COUTTS & CO
440 Strand
London WC2R 0QS

Dear Sirs

COME AWAY (the "Film")

Account number: 00547417 (sterling)
Sort Code: 18-00-02
(the "**Production Bank Account**")

We have entered into an agreement (the "**Agreement**") with Film Finances, Inc. (the "**Guarantor**") relating to a guarantee of completion given by the Guarantor in respect of the Film. Under the Agreement the Guarantor has the right in certain circumstances (with which you are not to be concerned) to take over control of the production of the Film, including the right to withdraw funds from the Production Bank Account on the sole signature of its own representative (which includes use of your internet banking facilities (if any) attached to the Production Bank Account).

Please be advised and instructed therefore that if you receive written notice that is purported to be from the Guarantor that it has assumed control of production of the Film, subject to the completion of a revised mandate on the Bank's standard form, the only authorised signatories on the Production Bank Account shall be the signatory or signatories who will be designated by the Guarantor on the revised mandate. We and the Guarantor acknowledge that the completion of the Bank's mandate will be subject to the Bank's usual due diligence requirements including standard Know Your Customer checks, if required, on any individual(s) designated by the Guarantor to be an authorised signatory. Until completion of the revised mandate as aforesaid, no withdrawals will be permitted from the Production Bank Account (including via internet banking) save for your customary Bank charges or any outstanding debit or credit card transactions or transactions submitted electronically via the Bank's internet banking service that cannot be stopped. We hereby authorise you to place a stop instruction on the Production Bank Account and withdraw the card facilities and internet banking facilities from the Production Bank Account upon receipt of a notice purported to be from the Guarantor.

We and the Guarantor hereby acknowledge that you will accept instructions purported to have been received from the Guarantor without any further authority from us and without enquiry as to the jurisdiction for or validity of such instructions. To the extent that any instruction given to you pursuant to this letter conflicts with instructions given to you pursuant to the notice of charge dated on or about the date hereof ("**Notice of Charge**") between, inter alia, us, you and the Guarantor relating to the Production Bank Account, the instructions given to you pursuant to the Notice of Charge shall prevail.

Please confirm by signing the enclosed copies of this letter that you will be bound by and observe the advice and instructions set forth above, which may not be revoked without the prior written consent of the Guarantor and that you will not exercise any right of lien, set-off or combination against the Production Bank Account.

We hereby release you from all claims, demands and liability arising out of your compliance with the above advice and instructions.

This agreement shall in all respects be interpreted, enforced and governed by the laws of the United Kingdom.

Yours faithfully

.....
for and on behalf of

COME AWAY FILMS LIMITED

AGREED AND ACCEPTED

.....
Manager for and on behalf
of **COUTTS & CO**

Dated 2018

THE THIRD SCHEDULE
COMPLETION GUARANTOR ACCESS LETTER

Dated as of _____, 2018

Goldcrest Post Production Facilities Limited
1 Lexington Street
London
W1F 9AF
Tel: +44 207 437 7972
Contact: Martin Poultney, Email: mpoultney@goldcrestfilms.com

COME AWAY (the "Film")

Dear Sir/Madam,

You acknowledge that you now have or will have in your possession in the name COME AWAY FILMS LIMITED ("Producer") certain of the digital, print, preprint, film or sound materials (the "Materials") for the Film.

Producer and Film Finances, Inc. (the "Guarantor") have entered into an agreement (the "Completion Agreement") whereby the Guarantor has the right to take over or otherwise take an active role in the production of the Film. This includes the right to take possession of, or to order facility work for and prints and other film or soundtrack materials of the Film and to issue instructions for and on behalf of Producer with respect to the Film and Materials.

It is agreed as follows:

1. You are hereby instructed and directed (subject to arrangements satisfactory to you being made for payment for any services you render to Guarantor or its designees) to honour any instructions and orders of the Guarantor and Guarantor's designees, regardless of any protest, objection or contrary instructions or orders of Producer or its affiliates or designees.
2. All services and materials ordered by the Guarantor or its designees will be at the expense of the Guarantor. For the avoidance of doubt, nothing in this letter, requires you to give up possession of the Materials until you have received payment for the services rendered in accordance with the direction of Guarantor or its designees, although you must, subject to our obligations under the Laboratory Pledgeholder Agreement entered into with regard to the Film and to the approval rights of the Pledgees under the Laboratory Pledgeholder Agreement, always give access to the Materials to Guarantor or its designees notwithstanding any unpaid charges incurred by Producer or anyone else.
3. You shall not allow Producer or any other entity to remove the Materials from your premises without the prior written consent of Guarantor.
4. Producer hereby waives any claim for damages or otherwise which it may have against you for any act which you may take in accordance with the direction by Guarantor or its designees.

The instructions and assurances given in this letter cannot be modified or withdrawn except in writing by Producer and Guarantor. This agreement shall be governed by the laws of England and Wales.

Please confirm your agreement to the foregoing by signing in the space provided below.

Yours sincerely,

("Producer")

COME AWAY FILMS LIMITED

By: _____

Its: _____

Acknowledged and agreed by:

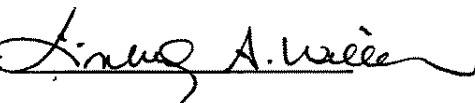
Goldcrest Post Production Facilities Limited

By: _____

Its: _____

("Guarantor")

Film Finances, Inc.

By: 

Its: _____
Kimberly A. Williams
VP Business Affairs

COME AWAY
Completion Agreement
Final Version

END OF SCHEDULES

Executed as a deed on behalf of
MAGINOT LINE LLC
acting by one director

in the presence of:-

witness signature 

witness name MAYA RICHARDS

Witness address 501 LATIMER RD.
SANTA MONICA, CA 90402

Executed as a deed on behalf of
COME AWAY FILMS LIMITED
acting by one director

in the presence of:-

witness signature 

witness name SHEREEN ALI

Witness address 8 ST DONATES SE 14 GNR

Executed as a deed on behalf of
COME AWAY PRODUCTIONS LLC
acting by one director

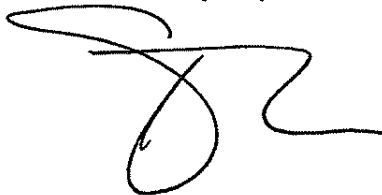
in the presence of:-

witness signature 

witness name ANDREW RODA

Witness address 2110 MAIN ST #205
SANTA MONICA, CA 90405

Signed on behalf of
FILM FINANCES, INC by its duly
authorised signatory



Gregory Trattner
Executive Vice President