



**Registration of a Charge**

Company name: **BAD DAY PICTURES LTD**

Company number: **NI636291**

Received for Electronic Filing: **01/04/2016**



X540PK3V

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**Details of Charge**

Date of creation: **31/03/2016**

Charge code: **NI63 6291 0001**

Persons entitled: **NORTHERN IRELAND SCREEN COMMISSION**

Brief description:

**Contains fixed 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: **ABBIE LONG**



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

Company number: NI636291

Charge code: NI63 6291 0001

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 31st March 2016 and created by BAD DAY PICTURES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2016 .

Given at Companies House, Belfast on 1st April 2016

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 THE 31<sup>st</sup> DAY OF March 2016

**BAD DAY PICTURES LIMITED (1)**

- and -

**NORTHERN IRELAND SCREEN COMMISSION (2)**

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**CHARGE**

over the NI Screen "B" Production Bank Account for the feature film provisionally entitled  
**"BAD DAY FOR THE CUT"**

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**Millar McCall Wylie LLP**  
Solicitors

THIS DEED OF CHARGE is made the 31<sup>st</sup> day of March 2016

**BETWEEN:**

- (1) **BAD DAY PICTURES LTD** a company incorporated in Northern Ireland with registered no NI636291 whose registered office is at 55-59 Adelaide Street, Belfast, BT2 8FE (the "Chargor"); and
- (2) **NORTHERN IRELAND SCREEN COMMISSION** a company limited by guarantee incorporated in Northern Ireland with registered number NI 31997 of Alfred House, 21 Alfred Street, Belfast, BT2 8ED ("NI Screen");

**RECITALS:**

- (A) NI Screen has agreed to provide the Chargor with production finance (the "Production Finance Amount") in respect of the Film (as defined below) pursuant to an agreement dated on or about the date hereof between NI Screen and the Chargor ("NI Screen Agreement").
- (B) In order to facilitate the financing of the Film NI Screen has agreed to advance the Production Finance Amount to the "B" Production Account and the Chargor has agreed at the request of NI Screen to execute this Charge as security for the discharge of the Secured Obligations (as hereinafter defined).

**OPERATIVE PROVISIONS:**

**1. INTERPRETATION**

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

"NI Screen" includes persons deriving title under NI Screen;

"Bank" means Northern Bank Limited t/a Danske Bank;

"Chargor" includes persons deriving title under the Chargor or entitled to redeem this security;

"Charge" means this charge and assignment and any and all schedules, annexures and exhibits attached to it or incorporated by reference;

"Charged Assets" means the full extent of the Chargor's right in and title to the "B" Production Account and the Deposit and all rights and benefits accruing to or arising in connection therewith;

"Deposit" means all monies from time to time standing to the credit of the "B" Production Account together with all entitlements to interest and other rights and benefits accruing to or arising in connection therewith.

"Event of Default" shall mean any event of default (howsoever described) under the NI Screen Agreement or this Charge or any breach or default by the Chargor of the the NI Screen Agreement and/or this Charge;

**"NI Screen Agreement"** means the agreement referred to in **Recital (A)** above;

**"Film"** means the feature film provisionally entitled "Bad Day for the Cut" to be produced by the Chargor;

**"B" Production Account"** means the account in the name of the Chargor designated "Production B" at the Bank's Branch at Donegall Square West, BT1 6JS, with Sort Code 95-01-21, Account No 95067930099481;

**"Receiver"** means any receiver or manager or administrative receiver appointed by NI Screen 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 NI Screen or NI Screen's statutory powers;

**"Secured Obligations"** means all obligations which shall for the time being (and whether on or at any time after demand) be due, owing or incurred by the Chargor to NI Screen under the NI Screen Agreement, whether actual or contingent and whether solely severally or jointly with any other person and whether as principal guarantor or surety or in any manner whatsoever;

- 1.2 For the purposes of this Charge, all capitalised expressions not otherwise defined herein shall have the meanings ascribed to them in the NI Screen Agreement;
- 1.3 Any reference in this Charge to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted, whether before or after the date of this Charge, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.
- 1.4 Expressions used herein that are defined in The Copyright Designs and Patents Act 1988 ("the Act"), shall, unless the context otherwise requires, have the meaning attributed thereto in that Act.
- 1.5 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.6 The clause headings in this Charge shall not affect its interpretation.

## **2. COVENANT TO PAY CHARGE AND SECURITY ASSIGNMENT**

- 2.1 The Chargor hereby covenants with NI Screen to pay the Secured Obligations when due to NI Screen.
- 2.2 As continuing security for the discharge by the Chargor of the Secured Obligations and for the performance of the obligations of the Chargor under the NI Screen Agreement the Chargor with full title guarantee and as beneficial owner charges in favour of NI Screen by way of first fixed charge and assigns absolutely to NI Screen by way of security the Chargor's right, title and interest in and to the Deposit and the debt represented thereby and the "B" Production Account.
- 2.3 This Charge shall remain in force as a continuing security to NI Screen notwithstanding any settlement of account or any other act, event or matter whatever

until discharge in full of the Secured Obligations under this Charge and this Charge shall not prejudice or affect any other security which NI Screen may now or at any time hereafter hold in respect of the Secured Obligations or any of them or any part thereof respectively.

- 2.4 The Chargor undertakes to give notice of this Charge forthwith to the Bank in the form of Schedule 1 and to procure that the Bank forthwith acknowledges such notice to NI Screen in the form of Schedule 2 or such other form as NI Screen shall require.
- 2.5 This security shall not be discharged or affected by:
- (a) any time, indulgence, waiver or consent at any time given to the Chargor, or any other person;
  - (b) any amendment to any of the terms or conditions of or variation in the amount of the Secured Obligations;
  - (c) the making or absence of any demand on the Chargor, or any other person for payment;
  - (d) the enforcement or absence of enforcement of any of the Secured Obligations or any other security, guarantee or indemnity;
  - (e) the release of any security, guarantee or indemnity provided for in respect of any of the Secured Obligations or any other security, guarantee or indemnity;
  - (f) the liquidation, or administration of the Chargor, or any other person;
  - (g) the illegality, invalidity or unenforceability of or any defect in the Secured Obligations or any of the obligations of the Chargor, or other party thereunder; or
  - (h) any other matter or thing whatsoever other than the discharge of this security as provided in this Charge.

### **3. ENFORCEMENT**

- 3.1 The Charge created hereby shall become enforceable at any time after the occurrence of an Event of Default.
- 3.2 On or at any time after this Charge has become enforceable (and without prejudice to the statutory power of sale conferred by the Conveyancing Acts 1881 to 1911 which is applicable to this Charge), NI Screen shall be entitled without notice to the Chargor and without demand advertisement or any other formality to take possession of and dispose of the Charged Assets or any part or parts of them or otherwise exploit them or turn them to account in such manner as NI Screen in its absolute discretion may think fit.
- 3.3 The Conveyancing and Law of Property Act 1881 ("CLPA") Sections 20 and 24 and the restriction contained in Section 17 of the CLPA shall not apply to the security created by this Charge.
- 3.4 In addition to the foregoing provisions of this Clause, NI Screen may at any time after an Event of Default is declared appoint in writing a Receiver or Receivers of the Charged Assets 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.
- 3.5 If a Receiver is appointed, such Receiver shall be the agent of the Chargor and have all the powers conferred on Receivers by the CLPA and, in addition, shall have the power:

- (a) to take possession of, get in and enforce the Charged Assets;
- (b) to carry on, manage or concur in carrying on and managing the business of the Chargor or any part of the same in relation to the "B" Production Account;
- (c) to institute proceedings and sue in the name of the Chargor and to appoint managers, agents and employees at such salaries as the Receiver may determine;
- (d) to sell or license or concur in selling or licensing the interest of the Chargor in the Charged Assets or otherwise deal therewith and on such terms in the interest of NI Screen as the Receiver thinks fit;
- (e) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do; and
- (f) to make any arrangement or compromise and enter into any contract or do any other act or make any omission which he shall think expedient in the interest of NI Screen and to do any other act or thing which he would be capable of doing if he were the absolute beneficial owner of the Charged Assets subject to the provisions of this Charge, provided always that nothing contained in this Charge shall make NI Screen liable to such Receiver as aforesaid in respect of the Receiver's remuneration, costs, charges or expenses or otherwise.

3.6 At any time after the security created hereunder becomes enforceable, NI Screen or a Receiver may (but shall not be obliged to) do all such things and incur all such expenditure as NI Screen or such Receiver shall in its sole discretion consider necessary or desirable to remedy such default or protect or realise the Charged Assets or its interests under this Charge and any monies expended in so doing by NI Screen or the Receiver shall be deemed an expense properly incurred and paid by NI Screen and the Chargor shall reimburse the same on demand to NI Screen

#### **4. COVENANTS AND WARRANTIES**

The Chargor warrants, undertakes and agrees with NI Screen as follows:

- 4.1 that it is the sole, absolute legal and beneficial owner of the Charged Assets and that none of the Charged Assets are the subject of any mortgage, charge, lien, pledge, encumbrance or security interest other than any such arising in favour of NI Screen only;
- 4.2 that the execution of this Charge by the Chargor will not violate, conflict with or cause a breach of any agreement, instrument or mortgage previously executed by the Chargor;
- 4.3 that it will not, without the prior written consent of NI Screen, 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, incumbrance or security interest upon or in the Charged Assets or any part of them other than as agreed in writing by NI Screen;

- 4.4 that it will do or permit to be done each and every act or thing which NI Screen may from time to time reasonably require for the purpose of enforcing NI Screen's rights under this Charge and will allow its name to be used as and when required by NI Screen for that purpose;
- 4.5 that it shall procure that all sums charged or assigned to NI Screen hereunder shall be paid in accordance with the NI Screen Agreement and it will not otherwise withdraw or attempt to withdraw the whole or any part of the Deposit save with the prior written consent of NI Screen;
- 4.6 it has and will at all times during the continuance of the security constituted by this Charge have the necessary power to enter into and perform its obligations under this Charge; and
- 4.7 that all necessary authorisations and consents to enable or entitle it to enter into this Charge have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Charge.

## **5. GRANT OF TIME OR INDULGENCE**

Without prejudice to the generality of Clause 2.5, the security created by this Charge shall not be affected or prejudiced in any way by NI Screen giving time or granting any indulgence to the Chargor or accepting any composition from or compounding with or making any other arrangement with the Chargor and NI Screen may enforce the security created by this Charge and any other security it may hold in respect of such Secured Obligations against the Chargor in any order which it may in its absolute discretion think fit.

## **6. ASSIGNMENT**

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

## **7. PROTECTION OF THIRD PARTIES**

- 7.1 No purchaser, mortgagee or other third party dealing with NI Screen and/or any Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable or whether the Secured Obligations 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.
- 7.2 The receipt of NI Screen or any Receiver shall be an absolute and conclusive discharge to any such purchaser, mortgagee or third party, and shall relieve such person of any obligation to see to the application of any sums paid to or by the direction of NI Screen or any Receiver.

## **8. PROTECTION OF THE NI SCREEN AND RECEIVER**

- 8.1 Neither NI Screen nor the Receiver shall be liable to the Chargor 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.



- 8.2 Without prejudice to the generality of Clause 8.1, entry into possession of the Charged Assets or any part of them shall not render NI Screen or any Receiver liable to account as mortgagee in possession, and if and whenever NI Screen or any Receiver enters into possession of the Charged Assets or any part of them they may at any time go out of such possession.

## **9. POWER OF ATTORNEY**

- 9.1 The Chargor hereby irrevocably and by way of security appoints NI Screen and, if any Receiver has been appointed, NI Screen and Receiver jointly and severally, its Attorney and Attorneys in its name and on its behalf and as its act and deed to sign, execute and do all acts, things and documents which the Chargor is obliged or which a Receiver is empowered to execute or do under this Charge or which NI Screen may require to perfect its title to or vest any of the Charged Assets in NI Screen, its nominees or in any purchaser of which NI Screen or any Receiver may deem expedient for the full exercise of any power hereby conferred. NI Screen shall send to Chargor copies of any and all documents signed under such power within thirty (30) days of execution thereof;
- 9.2 Subject as aforesaid, this appointment shall operate as a general power of attorney and shall be coupled with an interest. This power of attorney shall terminate without further notice on the re-assignment provided under Clause 14 hereof.
- 9.3 The Chargor hereby covenants with NI Screen that, on request, it will ratify and confirm all documents, acts and things and all transactions entered into by NI Screen or by the Chargor at the instance of NI Screen in the exercise or purported exercise of the aforesaid powers.

## **10 FURTHER ASSURANCE**

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

## **11 OTHER SECURITY**

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

## **12 WAIVERS, REMEDIES CUMULATIVE**

The powers which this Charge confers on NI Screen are cumulative and without prejudice to its powers under general law, and may be exercised as often as NI Screen deems appropriate. The rights of NI Screen and the Receiver (whether arising under this Charge or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing; and, in particular, any failure to exercise or any delay in exercising on the part of NI Screen or the Receiver any of these rights shall not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any such right shall not

preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on the part of either NI Screen or the Receiver or on its or their behalf shall in any way preclude either NI Screen or the Receiver from exercising any such right or constitute a suspension or variation of any such right.

### **13 POWER OF SALE**

The power of sale conferred on mortgagees by the Conveyancing Acts 1881 to 1911 shall apply to the security hereby created, but without the restrictions contained in the said Acts as to giving notice or otherwise, and the statutory power of sale shall, as between NI Screen and a purchaser or other person dealing with NI Screen or a Receiver, arise on and be exercisable at any time after the execution of this Charge, provided that NI Screen shall not exercise the said power of sale until payment of the Secured Obligations 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.

### **14 DISCHARGE AND RE-ASSIGNMENT**

Upon irrevocable and unconditional discharge in full of the Secured Obligations NI Screen will, at the request of the Borrower, discharge this Charge and re-assign the Chargor's rights in and to the Charged Assets.

### **15 COSTS**

All costs charges and expenses incurred by NI Screen in relation to this Charge or the Secured Obligations shall be reimbursed by the Chargor to NI Screen on demand on a full indemnity basis.

### **16 NOTICES**

16.1 Any demand, notice or other communication given or made under this Charge shall be in writing and may be delivered to the relevant party or sent by first class pre-paid recorded delivery letter or facsimile transmission (to be confirmed by delivery of a hard copy by post by recorded delivery) to the address of that party specified in this Charge or to that party's facsimile transmission number thereat or such other address or number 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.

16.2 Unless the contrary shall be provided, each such demand, notice or communication shall be deemed to have been given or made and delivered, if by letter, five days after posting, if by delivery, when left at the relevant address and, if by facsimile transmission, when transmitted (provided that the sender is in possession of an answer-back or automatic print-out confirming successful transmission).

### **17 INVALIDITY OF ANY PROVISION**

If at any time any one or more of the provisions of this Charge becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**18      GOVERNING LAW**

This Charge shall be governed by and construed in accordance with the laws of Northern Ireland, the courts of which shall be the courts of competent jurisdiction.

**DULY EXECUTED AND DELIVERED** as a Deed the day and year first above written.

**SCHEDULE 1**

**Notice of Assignment to Bank**

To: Northern Bank Limited t/a Danske Bank  
Donegall Square West  
BT1 6JS

Dear Sirs,

**Re: Northern Ireland Screen Commission ("NI Screen")**

We refer to our account with you numbered 95067930099481 (the "Security Account").

We give you notice that by a Charge dated [ ] ("Charge") we have charged and assigned absolutely to NI Screen all our rights title and interest in and to the Security Account and the debt represented by all monies from time to time standing to the credit of the Security Account together with all entitlements to interest and other rights and benefits accruing or arising in connection therewith.

We irrevocably instruct and authorise you from time to time and at any time without reference to or further authority from us and without any enquiry by you as to the justification for any such matter to disclose to NI Screen such information relating to the Security Account as NI Screen may request you to disclose to it;

These instructions are not to be revoked or varied without the prior written consent of NI Screen.

This letter is governed by Northern Irish law.

Please confirm your agreement to the above by sending the attached acknowledgement to NI Screen with a copy to ourselves.

Yours faithfully,

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**Bad Day Pictures Ltd**

## **SCHEDULE 2**

### **Acknowledgement to NI Screen**

To: Northern Ireland Screen Commission  
3<sup>rd</sup> Floor Alfred House  
21 Alfred Street  
BELFAST  
BT2 8ED

Dear Sirs,

**Re: Bad Day Pictures Ltd ("Company")**

We acknowledge receipt of a notice of assignment dated \_\_\_\_\_ of a charge and assignment in your favour dated \_\_\_\_\_ (the 'Notice') of all the Company's rights title and interest in and to certain monies which may now or in the future be held by us in its name in its account numbered 95067930099481 with us (the "Security Account") the Security Account and the rights which the Company has against us in relation to it.

We confirm that:

- (a) we accept the instructions and authorisations contained in the Notice and we undertake to act in accordance and comply with the terms of the Notice;
- (b) we have not received notice of any right or interest of any third party in the Security Account the sums standing to the credit of the Security Account or the debt represented by the Security Account and we shall but with without incurring any liability in respect of such obligation forthwith give you notice of any such actual or potential right or interest of which we become aware;

We are aware that you are relying on this letter in connection with your rights under the above-mentioned Charge.

This letter is governed by Northern Irish law.

Yours faithfully

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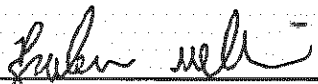
**Northern Bank Limited**

**EXECUTED and DELIVERED**

As a **DEED** by

**BAD DAY PICTURES LIMITED**

Acting by one director in the presence of

  
Director

Witness Signature:



Witness Name:

ABBIE LONG

Witness Address:

Imperial House, Belfast

Witness Occupation: SOLICITOR ,