



Registration of a Charge

Company name: **CIC FILMS LTD**

Company number: **NI648538**



X73BP06Y

Received for Electronic Filing: **06/04/2018**

Details of Charge

Date of creation: **29/03/2018**

Charge code: **NI64 8538 0001**

Persons entitled: **NORTHERN IRELAND SCREEN COMMISSION
BORD SCANNÁN NA HÉIREANN/THE IRISH FILM BOARD**

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: **ABBIE LONG**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI648538

Charge code: NI64 8538 0001

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 29th March 2018 and created by CIC FILMS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2018 .

Given at Companies House, Belfast on 6th April 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

29th March

2018

(1) CIC FILMS LTD

(2) NORTHERN IRELAND SCREEN COMMISSION

(3) BORD SCANNÁN NA HÉIREANN

CHARGE AND DEED OF ASSIGNMENT IN RESPECT OF THE FILM PROVISIONALLY ENTITLED
"CAUGHT IN THE CROSSFIRE"

CONTENTS

1.	Interpretation	2
2.	Consideration	2
3.	Covenant to Pay and Indemnity	3
4.	Charges	3
5.	Assignment and Trust	4
6.	Warranty and Negative Pledge	4
7.	Default	5
8.	Exercise of Rights	5
9.	Indemnity and Interest	5
10.	Warranties, Representations and Covenants	7
11.	Nature of Security	8
12.	Grant of Time or Indulgence	9
13.	Protection of Third Parties	9
14.	Waivers, Remedies Cumulative	9
15.	Governing Law	10
16.	Further Assurance	10
17.	Notice of Default	10
18.	Power of Attorney	10
19.	Invalidity of any Provision	10
20.	No Partnership	10
21.	Assignment	10
22.	Release and Reassignment	11
23.	Notices	11
24.	Licence	12
SCHEDULE 1		13
Definitions		13
SCHEDULE 2		16
Events of Default		16

THIS CHARGE AND DEED OF ASSIGNMENT IS DATED

29th March

2018

BETWEEN:

1. CIC FILMS LTD (Company Number: NI648538), a company incorporated in Northern Ireland whose registered office address is situate at 2nd Floor Callender House, Upper Arthur Street, Belfast, BT1 4GJ (the "Chargor" which expression shall include its successors and permitted assigns); and
2. NORTHERN IRELAND SCREEN COMMISSION, (Company Number: NI031997) a company limited by guarantee established in Northern Ireland whose principal office is at third floor, Alfred House, 21 Alfred Street, Belfast, BT2 8ED (the "NI Screen" which expression shall include its successors and assigns);
3. BORD SCANNÁN NA HÉIREANN/THE IRISH FILM BOARD having its principal office at Queensgate, 23 Dock Road, Galway, Ireland ("IFB" which expression shall include its successors and assigns and together with NI Screen the "Chargees" and each a "Chargee" and references to the Chargees shall include a reference to each Chargee and to both of them);

RECITALS

- A. Pursuant to the NI Screen Agreement and the IFB Agreement, the Chargees have agreed to make available funding to be applied towards the cost of financing the production and delivery of the Film.
- B. In consideration of the Chargees agreeing to pay the funding, the Chargor has agreed to execute this Charge and Deed of Assignment as security for payment, satisfaction and discharge of the Secured Liabilities and has determined that it is in its commercial interests to do so.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Interpretation
 - 1.1 In this Charge and Deed of Assignment capitalised terms shall have the meanings set out in Schedule 1 and in the list of parties above (as applicable). Any capitalised term used but not defined in this Charge and Deed of Assignment shall have the meaning ascribed to it in the NI Screen Agreement.
 - 1.2 In this Charge and Deed of Assignment (a) any reference to the parties includes a reference to their respective successors in title and permitted assigns; (b) any reference to a person includes any body corporate, unincorporated association, partnership or other legal entity; (c) the singular includes the plural and vice versa; (d) words imparting gender include the other gender; (e) Clause headings are for convenience only and shall not be taken into account in the construction or interpretation of this Charge and Deed of Assignment; (f) references to a "Clause" or a "Schedule" are references to a clause or a schedule, respectively, of this Charge and Deed of Assignment; (g) any references to an agreement, deed, instrument or document is to the same as amended, modified, supplemented or restated from time to time; (h) references to "copyright", "film", "programmes" "sound recordings", "copies of films and sound recordings" and to all other rights therein mentioned shall (where the context requires or admits) be construed in accordance with the Copyright, Designs and Patents Act, 1988 (as amended); (i) notwithstanding the foregoing, wherever in this Charge and Deed of Assignment the word "Film" is used and the soundtrack is not expressly referred to, such word shall be deemed and construed to include the soundtrack of the Film.

2. Consideration

This Charge and Deed of Assignment is executed in consideration of -

- (i) the Chargees agreeing to make available the Funding and the Loan pursuant to the terms of the NI Screen Agreement and IFB Agreement respectively (which the Chargor acknowledges is of benefit to it); and
- (ii) the Chargees agreeing to the terms of the NI Screen Agreement, IFB Agreement, and all other Relevant Agreements to which the Chargor is a party;
- (iii) the payment by each of the Chargees to the Chargor of £1 (the receipt and adequacy of which is hereby acknowledged by the Chargor).

3. Covenant to Pay and Indemnity

3.1 The Chargor hereby covenants with the Chargees to pay or discharge to the Chargees the Secured Liabilities (as and when they fall due under the NI Screen Agreement, the IFB Agreement, any Relevant Agreement, this Deed or otherwise) and to pay all sums and perform all obligations as may be or become due under and in accordance with the NI Screen Agreement, the IFB Agreement the PSA and/or this Deed.

3.2 The Chargor agrees that its obligations under this Clause 3 shall not be exhausted by any failure or omission or delay by the Chargees or any third party to exercise any right or remedy under the NI Screen Agreement, the IFB Agreement or any of the Relevant Agreements. The Chargor agrees that any modification of the NI Screen Agreement, the IFB Agreement or any of the Relevant Agreements shall not affect the obligations of the Chargor pursuant to this Clause 3.

4. Charges

4.1 The Chargor, as legal and beneficial owner with full title guarantee and as continuing security for the payment, satisfaction and discharge of the Secured Liabilities, charges in favour of the Chargees (subject only to the Chargees' obligation to release specified in Clause 22.1 hereof) by way of first fixed charge, all of the Chargor's right, title and interest (whether now owned or hereafter acquired), if any, in and to the following -

- 4.1.1 all copies made or to be made of the Film; and
- 4.1.2 the Film Assets and the Distribution Rights; and
- 4.1.3 any other material directly related to the Film, including without limitation, films, programmes, and any sound recordings made in the course of the production of the Film or pursuant to any right acquired in connection with, or arising from, the production of the Film; and
- 4.1.4 all copies made or to be made of the scripts and musical scores of the Film and any sketches and designs produced in connection with the Film; and
- 4.1.5 all digital material, physical negative, internegative, interpositive and positive sound and visual material made or to be made incorporating or reproducing all or any part of the Film; and
- 4.1.6 any agreements for the provision of any goods, services, facilities or finance for the Film and the benefit of any insurance policy taken out for or in connection with the production or exploitation of the Film; and
- 4.1.7 the benefit of all revenues accruing to the Chargor or the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Film and/or of the Distribution Rights and/or the Underlying Rights and/or the Rights (including the Film Distribution Agreements); and
- 4.1.8 the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing); and
- 4.1.9 the Delivery Materials and all other rights and properties, including physical properties acquired or to be acquired by the Chargor in connection with the Film; and
- 4.1.10 the benefit of the Collateral Documents and the proceeds of any or all of the Collateral Documents; and
- 4.1.11 the UK Tax Credit Collateral;
- 4.1.12 the proceeds of any or all of the foregoing;

BUT EXCLUDING notwithstanding anything to the contrary contained herein the Production B Account Collateral which shall be excluded from and not form part of the property, assets, and rights charged, mortgaged, assigned or otherwise encumbered hereunder.

- 4.2 The Chargor, as legal and beneficial owner with full title guarantee and as continuing security for the payment, satisfaction and discharge of the Secured Liabilities, charges in favour of the Chargees by way of first floating charge any assets expressed to be charged or assigned pursuant to Clauses 4.1 and 5 to the extent the same are not for the time being effectively charged by way of first fixed charge or effectively assigned (whether at law or in equity) by way of security to the Chargees BUT EXCLUDING notwithstanding anything to the contrary contained herein the Production B Account Collateral which shall be excluded from and not form part of the property, assets, and rights charged, mortgaged, assigned or otherwise encumbered hereunder. Paragraph 15, schedule B1 Insolvency (Northern Ireland) Order 1989 (incorporated by schedule 16 Enterprise Act 2002) shall apply to any floating charge created pursuant to this Charge and Deed of Assignment, which floating charge is accordingly a qualifying floating charge for such purposes.

5. **Assignment and Trust**

- 5.1 The Chargor, as legal and beneficial owner with full title guarantee and as continuing security for the payment, satisfaction and discharge of the Secured Liabilities, assigns absolutely to the Chargees to hold as tenants in common in the same proportions as the amounts of the IFB Loan and the Funding advanced from time to time (but not recouped) bear to each other, (subject only to the right of re-assignment in favour of the Chargor specified in Clause 22.1 hereof) (such assignment where applicable to include a present assignment of future copyright from time to time), all of the Chargor's right, title and interest (whether now owned or hereafter acquired or created), if any, throughout the universe, where applicable, for the full period of copyright therein and thereafter for such additional time as may be possible and lawful in and to the following -

- 5.1.1 the Rights, the Distribution Rights and the Underlying Rights and any rights in and to the Film Assets; and
- 5.1.2 all that copyright in the Film and any other films, programmes and any sound recordings made in the course of the production of the Film or pursuant to any right acquired in connection with, or arising from, the production of the Film; and
- 5.1.3 the benefit of all revenues accruing to the Chargor or to the Chargor's order or on the Chargor's behalf in respect of the exhibition, distribution and exploitation of the Film and/or of the Distribution Rights and/or of the Underlying Rights and/or of the Rights (including pursuant to the Film Distribution Agreements); and
- 5.1.4 all those rights of the Chargor in relation to all music composed and sketches and designs made for or used in the production of the Film including the following -
 - (a) the right to adapt the same for the purpose of and to reproduce the same in the form of the Film and any such other programmes and/or films as are mentioned in Clause 5.1.2 hereof; and
 - (b) the right (except for musical performing rights if the composer is a member of the Performing Rights Society Limited) to perform the same in public by exhibition of the Film and any such programmes and/or films as aforesaid; and
 - (c) such rights as the Chargor may own to broadcast the same by radio and television and to include it in cable programmes whether by live performance of living persons or by performances of the Film; and
- 5.1.5 the benefit of all agreements entered into or to be entered into by the Chargor (or its agent) relating to the Film (including without limitation the Film Distribution Agreements) with all rights granted and all monies receivable thereunder and any interest thereon and the benefit of all subsisting undertakings, warranties, representations, covenants, agreements and acknowledgements therein contained; and
- 5.1.6 the benefit of any policy of insurance taken out and maintained in connection with the Film and any and all sums paid or payable thereunder; and
- 5.1.7 the Accounts (including all monies standing to the credit of each Account, all interest accrued on each Account and all debts represented by the foregoing);
- 5.1.8 the benefit of the Collateral Documents and the proceeds of any or all of the Collateral Documents; and

5.1.9 the UK Tax Credit Collateral

5.1.10 the proceeds of any or all of the foregoing.

BUT EXCLUDING notwithstanding anything to the contrary contained herein the Production B Account Collateral which shall be excluded from and not form part of the property, assets, and rights charged, mortgaged, assigned or otherwise encumbered hereunder.

5.2 The Chargor shall hold on trust for the Chargees (which trust the Chargor hereby declares) the Chargor's entire interest and benefit in and to the Collateral or any part thereof which cannot be charged or assigned by the Chargor together with all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral.

5.3 Where any asset, right, collateral or other thing is stated to be the subject of the fixed charge made pursuant to Clause 4.1 and the assignment made pursuant to Clause 5.1, such asset, right, collateral or other thing, to the extent it may be assigned by the Chargor and to the extent such assignment has been perfected at the material time, shall be the subject of such assignment and not of such fixed charge. To the extent such asset, right, collateral or other thing is not capable of being assigned by the Chargor or to the extent such assignment has not been perfected at the material time, such asset, right, collateral or other thing shall be the subject of such fixed charge and not of such assignment.

6. Warranty and Negative Pledge

6.1 There shall be no charges or other security interests, encumbrance or arrangements having the effect of conferring security interests created by the Chargor or permitted by the Chargor to arise over the Collateral or over any other of the Chargor's property otherwise than in favour of the Chargees or with the Chargees' prior written consent. Notwithstanding anything to the contrary contained herein if the Chargor charges or otherwise encumbers any of the Collateral in any manner contemplated by this Clause 6.1 the charges created in favour of the Chargees shall rank in priority to such other charges or encumbrances whether they be fixed, floating or otherwise.

6.2 The Chargor hereby warrants and undertakes with the Chargees that it is or will be absolutely entitled to the benefit of those properties and of the agreements referred to in Clauses 4 and 5 hereof (as applicable) to which it is a party (subject to the terms of such agreements) and has full power, right and title to assign and/or charge the Collateral and is duly incorporated and validly existing and in good standing under the laws of Northern Ireland and has taken all action necessary to authorise the execution, performance and delivery of this Charge and Deed of Assignment.

7. Default

Upon the breach by the Chargor of any provision of this Deed of Charge or upon the happening of any Event of Default or at any time thereafter, the floating charge created by Clause 0 shall automatically be converted with immediate effect into a fixed charge, the obligation of the Chargees to advance monies under the NI Screen Agreement, IFB Agreement and/or any Relevant Agreement shall immediately terminate, the security hereby created shall become enforceable and the Secured Liabilities shall immediately become due and payable.

8. Exercise of Rights

The rights and powers of each of the Chargees under this Deed are as follows:

At any time after the Secured Liabilities shall have become due to be paid and/or discharged each Chargee shall be entitled without notice immediately to put into force and exercise all the powers and remedies possessed by them according to law as mortgagee, chargee and assignee of the Collateral as and when it may see fit and in particular:

8.1.1 to take over or institute all such proceedings in connection with the Collateral as the relevant Chargee in its absolute discretion thinks fit and to discharge, compound, release or compromise all or any of the Collateral or claims in respect thereof;

8.1.2 to take possession of the Collateral;

8.1.3 to implement any contracts related to or forming part of the Collateral, or to agree with any other party thereto to determine them on such terms and conditions as the Chargee and such party may agree;

- 8.1.4 to utilise some or all of the Collateral in discharge of the Secured Liabilities and to perform or cause to be performed all acts and things requisite or desirable according to the law of the country in which the Collateral are situated for the purpose of giving effect to the exercise of any of the said powers, authorities and discretions;
- 8.1.5 to take possession of, collect, enforce and get in all or any part of the Collateral and all books documents and other records (whether computerised or otherwise) of the Chargor relating thereto and to take any steps that may be necessary or desirable to ensure that the security remains valuable security and that the Collateral may be exploited in order to repay the sums hereby secured;
- 8.1.6 to carry on, manage or concur in carrying on the business of the Chargor and raise money on the security of any Collateral;
- 8.1.7 to make and effect such insurances in respect of the Collateral as may be reasonable and prudent in the circumstances;
- 8.1.8 to appoint a receiver or receivers (which expression may include the Receiver (as hereinafter defined) himself) to be a receiver or receivers under any mortgage or charge for the time being held for the benefit of the Chargor;
- 8.1.9 to sell, licence or otherwise dispose or concur in selling the Collateral on such terms and conditions (including as to price) as the Chargee thinks fit in their absolute discretion and to carry any such sale into effect in the name of or on behalf of the Chargor or otherwise. Any such sale may be for cash, debentures or other obligations, shares, stock or other valuable consideration as the Chargee may approve and may be payable in a lump sum or by instalments spread over such period as the Chargee shall think fit and so that any consideration or part thereof in a form other than cash shall ipso facto forthwith on receipt be and become charged with the discharge of the Secured Liabilities as though such consideration had been included in the Charge hereby created and formed part of the Collateral;
- 8.1.10 to appoint managers, officers and agents for the purposes set out herein at such salaries and for such periods as the Chargee may determine;
- 8.1.11 to do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers set out in herein and which it lawfully may or can do; and
- 8.1.12 to make any arrangement or compromise as the Chargee shall think fit.

8.2 The foregoing rights and powers of each Chargee shall be in addition and without prejudice to all statutory rights and powers of the Chargees under the Conveyancing and Law of Property Acts, 1881 to 1911 and the Insolvency (Northern Ireland) Order 1989 or otherwise but so that:

- 8.2.1 any statutory power of sale and appointment of a Receiver shall be exercisable without the restrictions contained in Section 20 of the Conveyancing Act and Law of Property Act, 1881 (as amended) ("Conveyancing Act");
- 8.2.2 the restriction on the right of consolidating mortgages contained in Section 17 of the Conveyancing Act shall not apply to this Deed or to any other security given by the Chargor; and
- 8.2.3 the Chargees shall not be liable to account as mortgagee in possession.

8.3 In addition to the powers conferred above, at any time after the security created by this Deed shall have become enforceable any of the Chargees may appoint in writing under the hand of a fully authorised officer of such Chargee a receiver ("Receiver") of all or any part of the Collateral and remove any Receiver so appointed and appoint another in his stead and may from time to time fix the remuneration of any such Receiver.

- 8.3.1 Such Chargees or Chargee may by instrument in writing delegate to any Receiver all or any of the rights, powers and discretions vested in such Chargee(s) by this Deed.
- 8.3.2 The Chargees shall not be responsible for misconduct or negligence on the part of any Receiver.
- 8.3.3 Any Receiver shall be the agent of the Chargor and the Chargor shall be responsible for the Receiver's acts and omissions and for the Receiver's remuneration and the provisions of Section 24

of the Conveyancing Act (with the exception of sub-sections 6 and 8 thereof) shall apply to this Deed

- 8.3.4 Neither the Chargees nor any Receiver shall be liable to account as mortgagee in possession in respect of any of the Collateral or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever (except to the extent that the same results from the Chargees' or Receiver's negligence or wilful default) in connection with the Collateral for which a mortgagee in possession might as such be liable and all costs charges and expenses incurred by such Chargee or Chargees or any Receiver (including the costs of any proceedings to enforce the security given under this Deed) shall be paid by the Chargor on a solicitor and own client basis and shall form part of the Secured Liabilities and be charged on the Collateral.

9. Indemnity and Interest

- 9.1 The Chargor indemnifies the Chargees, the Receiver and any administrator appointed by any Chargee in respect of, and agrees to keep the Chargees, the Receiver and any administrator appointed by any Chargee fully and effectively indemnified from and against, all liabilities and expenses properly incurred in the execution or purported execution of any of the powers, authorities or discretion vested in the Chargees, the Receiver or any administrator appointed by any Chargee pursuant hereto and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted by the Chargor in any way relating to the Collateral and the Chargees, the Receiver and any administrator appointed by any Chargee may retain and pay all sums in respect of the same out of any moneys received under the powers hereby conferred.

- 9.2 Any sums which are payable by the Chargor under this Charge and Deed of Assignment and which are paid by the Chargees or the Receiver or any administrator appointed by any Chargee, shall be repaid by the Chargor on demand, and the payment of any such sum by the Chargees or the Receiver or any administrator appointed by any Chargee shall not constitute the Chargees or the Receiver or any administrator appointed by any Chargee a mortgagee in possession of the Collateral in respect of which such payment is made.

10. Warranties, Representations and Covenants

- 10.1 The Chargor hereby covenants and undertakes with the Chargees that it will comply at all times with the terms (express or implied) of this Charge and Deed of Assignment and further covenants and undertakes that it shall so long as the Secured Liabilities have not been indefeasibly paid, satisfied or discharged (as applicable) to the Chargees and until the Chargees have no obligation, actual or contingent, to make further sums available under the NI Screen Agreement, the IFB Agreement, and/or Relevant Agreements -

- 10.1.1 remain liable under the contracts and agreements (including, without limitation, all Relevant Agreements to which it is a party) charged or assigned or to be charged or assigned hereunder to perform all the obligations assumed by it thereunder and the Chargees shall not be under any obligations or liability under or in respect of any of such contracts and agreements;
- 10.1.2 not require the Chargees to enforce any term of any of the said contracts and agreements against any party (it being acknowledged that in no circumstances shall the Chargees have any obligation so to enforce);
- 10.1.3 duly perform its obligations under the said agreements, notify the Chargees of any material default by itself and institute and maintain all such proceedings (subject to the terms hereof) as may be necessary or expedient to preserve or protect the interest of the Chargees and itself in the said agreements;
- 10.1.4 not exercise any right or power conferred on it by or available to it under the said agreements (including, without limitation, the right of termination) if to do so might adversely affect the position of the Chargees unless and until requested to do so by any Chargee. Thereupon it will exercise such right or power as such Chargee may direct;
- 10.1.5 not accept or make any claim that the said agreements have been frustrated or have ceased to be in full force if to do so might adversely affect the position of any Chargee;
- 10.1.6 not assign or otherwise dispose of any of its rights under the said agreements save as acknowledged and/or permitted pursuant to any Relevant Agreement approved by the Chargees;

- 10.1.7 do all such things as are necessary to maintain its corporate existence in good standing (including without limitation the filing of all necessary returns); and
- 10.1.8 upon the request of any Chargee give written notice (in such form and to such persons as such Chargee may require) of the security hereby created.
- 10.2 The Chargor further covenants and undertakes with the Chargees that until the Secured Liabilities have been indefeasibly paid, satisfied or discharged (as applicable) to the Chargees -
 - 10.2.1 it shall not exercise any right or power conferred on it or available to it in relation to the Film or the Collateral that might adversely affect the interests of any Chargee unless and until requested to do so by the relevant Chargee. Thereupon it will exercise such right or power as the relevant Chargee may direct; and
 - 10.2.2 it shall not assign or otherwise dispose of any of its copyright (if any) in the Film or the Collateral save as acknowledged and/or permitted pursuant to any Relevant Agreement approved by the Chargees.
- 10.3 The Chargor hereby repeats in favour of the Chargees the warranties, representations, undertakings and covenants set out in the NI Screen Agreement and IFB Agreement as if the same were set forth and incorporated herein.
- 11. **Nature of Security**
 - 11.1 Subject to Clause 22, this Charge and Deed of Assignment shall be a continuing security to the Chargees notwithstanding any settlement of account or other act, omission, matter or thing whatsoever which but for this provision might operate to release or otherwise exonerate the Chargor from its obligations hereunder or affect such obligations or release or diminish the security conferred hereunder. Such security is in addition to, and shall not be merged into, or in any way prejudice any other security interest, charge document or right which any of the Chargees may now or at any time hereafter hold or have as regards the Chargor, the Co-Producer, or any other person firm or corporation in respect of the Collateral and shall not in any way be prejudiced or affected thereby or by the invalidity thereof or by the Chargees now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any rights which it now or hereafter has or by the Chargees giving time for payment or indulgence or compounding with any other person liable and this security shall remain in full force and effect as a continuing security unless and until the Chargees shall release and discharge this Charge and Deed of Assignment in accordance with Clause 22 hereof. The rights granted to the Chargees hereunder are in addition to, and in no way limit or restrict, the rights granted to the Chargees in the NI Screen Agreement, the IFB Agreement or any other agreement. The exercise by the Chargees of their rights under this Charge and Deed of Assignment shall in no way affect or be in substitution for such other legal or equitable rights and remedies as the Chargees may have against the Chargor, the Co-Producer, or any third party.
 - 11.2 Until all the Secured Liabilities have been paid, discharged or satisfied in full (and notwithstanding payment of a dividend in any liquidation or under any compromise or arrangement or the discharge by the Chargor of its obligations under this Charge) the Chargor agrees that without the prior written consent of the Chargees it will not:
 - 11.2.1 exercise any rights of subrogation, contribution or indemnity against the Co-Producer, or any other person liable;
 - 11.2.2 demand or accept any guarantee indemnity mortgage charge or other security in respect of any of its obligations under this Deed from the Co-Producer, or any other person liable;
 - 11.2.3 take any step to enforce any right against the Co-Producer, or any other person liable in respect of any of the Secured Liabilities; or
 - 11.2.4 exercise any right of set-off or counterclaim against the Co-Producer, or any other person liable or claim or prove or vote as a creditor in competition with the Chargees in the liquidation, administration or other insolvency proceeding of the Co-Producer, or any other person liable or have the benefit of, or share in, any payment from or composition with the Co-Producer, or any other person liable or any guarantee, indemnity, mortgage, charge or other security now or hereafter held by the Chargees for any obligations of the Co-Producer, or any other person liable.

- 11.3 If, contrary to clause 11.2, the Chargor takes or receives the benefit of any security or receives or recovers any money or other property, such security, money or other property shall be delivered to the Chargees on demand.
- 11.4 Without prejudice to the generality of clause 11.1, neither the security created hereunder nor the liability of the Chargor for the Secured Liabilities shall be prejudiced or adversely affected by:
- 11.4.1 any variation or amendment of, or waiver or release granted under or in connection with, the NI Screen Agreement, the IFB Agreement or any other Relevant Agreement, or any other encumbrance or any guarantee or indemnity or other document, or any time being given, or any other indulgence or concession being granted, by any Chargee to the Chargor, the Co-Producer, or any other person;
 - 11.4.2 the taking, holding, failure to take or hold, varying, realisation, non-enforcement, non-perfection or release by any Chargee or any other person of any other encumbrance, or any guarantee or indemnity or other person or document;
 - 11.4.3 the winding-up of the Chargor, the Co-Producer, or any other person;
 - 11.4.4 any change in the constitution of the Chargor, the Co-Producer, or any other person;
 - 11.4.5 any amalgamation, merger or reconstruction that may be effected by the Chargor, or the Co-Producer, with any other person or any sale or transfer of the whole or any part of the property, assets and undertaking of the Chargor, or the Co-Producer, to any other person;
 - 11.4.6 the existence of any claim, set-off or other right which the Chargor, or the Co-Producer, may have at any time against any Chargee or any other person; and
 - 11.4.7 the making or absence of any demand for payment of the Secured Liabilities on the Chargor, the Co-Producer, or any other person, whether by any Chargee or any other person.

12. **Grant of Time or Indulgence**

The security created by this Charge and Deed of Assignment shall not be affected or prejudiced in any way by any Chargee giving time or granting any indulgence or accepting any composition from or compounding with or making any other arrangement with the Chargor, the Co-Producer, or any other person firm or company in respect of the Secured Liabilities or otherwise.

13. **Protection of Third Parties**

- 13.1 No purchaser from any Chargee and/or the Receiver or other person dealing with a Chargee and/or the Receiver shall be concerned to enquire whether any of the powers which the Chargee or the Receiver have exercised or purported to exercise have arisen or become exercisable or whether the Secured Liabilities 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 and the position of such a person shall not be prejudiced by reference to any of those matters.
- 13.2 The receipt of a Chargee or the Receiver shall be an absolute and conclusive discharge to a purchaser and shall relieve such person of any obligation to see to the application of any sums paid to or by the direction of such Chargee or the Receiver.

14. **Waivers, Remedies Cumulative**

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

15. Governing Law

This Charge and Deed of Assignment and any non contractual obligation or liability arising from or in connection with it shall be governed by and construed in accordance with the laws of Northern Ireland and the parties hereto submit to the non-exclusive jurisdiction of the Northern Ireland courts.

16. Further Assurance

16.1 The Chargor agrees to execute all further documents reasonably required by the Chargees to give effect to or perfect the security hereby created.

16.2 Without limiting the generality of Clause 16.1 hereof in the event that any of the agreements relating to the Collateral are executed by the Chargor after the date of this Charge and Deed of Assignment, the Chargor will, at the request of the Chargees and the expense of the Chargor, execute supplementary charges and deeds of assignment in substantially the same form as this Charge and Deed of Assignment and execute all further documents reasonably required by the Chargees to give effect to such security and shall procure that the other party of any such agreements shall execute an acceptance of assignment of the benefit thereof in such form as may be required from time to time by the Chargees.

17. Notice of Default

The Chargor shall give written notice to the Chargees at the address set out against such party at the beginning of this Charge and Deed of Assignment or as shall be notified from time to time to the Chargor hereafter of the occurrence of any Event of Default as soon as such occurrence becomes known to the Chargor.

18. Power of Attorney

18.1 The Chargor hereby irrevocably appoints the Chargees and, if any Receiver or an administrator has been appointed, each of the Chargees, the Receiver and any administrator appointed by the Chargees to be an attorney of it in its name and on its behalf to sign, execute and deliver all deeds and documents and do all acts and things which the Chargees, the Receiver or an administrator appointed by the Chargees may reasonably require or reasonably deem appropriate for the purpose of exercising any of its powers or for the perfection, protection or realisation of any security hereby constituted. The Chargor hereby acknowledges that such appointment shall be irrevocable (until this Charge and Deed of Assignment is released and reassigned under Clause 22).

18.2 This appointment shall operate as a power of attorney for the purposes of Clause 18.1 only made under Section 10 of the Powers of Attorney Act (Northern Ireland) 1971 such appointment constituting a power coupled with an interest under Northern Irish law. This power of attorney shall terminate without further notice on the release and discharge of this Charge and Deed of Assignment pursuant to sub-Clause 22.1 hereof but subject to sub-Clause 22.2 hereof.

18.3 The Chargor hereby covenants with the Chargees that on request it will ratify and confirm all documents, acts and things and all transactions entered into by the Chargees, the Receiver or an administrator appointed by the Chargees or by the Chargor at the instance of the Chargees, the Receiver or an administrator appointed by the Chargees in the exercise or purported exercise of the aforesaid powers.

19. Invalidity of any Provision

If at any time any one or more of the provisions of this Charge and Deed of Assignment 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.

20. No Partnership

Nothing herein shall constitute a partnership or a joint venture between the parties and no party is or shall hold itself out as the agent or partner of the other.

21. Assignment

The Chargees shall be entitled to assign, participate, transfer, charge, sub-charge or otherwise grant security over or deal in all or any of their right, title and interest in this Charge and Deed of Assignment.

22. Release and Reassignment

22.1 Upon unconditional and indefeasible payment, satisfaction and discharge to the Chargees of the Secured Liabilities in full, the Chargees will, at the written request of the Chargor and at the expense of the Chargor -

22.1.1 release the Collateral charged pursuant to Clause 4 hereof;

22.1.2 re-assign to the Chargor or any third party continuing to have a security interest in the Collateral, the Collateral assigned pursuant to Clause 5 hereof (but not any sums by then paid to the Chargees and retained to satisfy the Secured Liabilities in respect thereof); and

22.1.3 execute such documents and do such things as the Chargor shall reasonably require to give effect to sub-Clauses 22.1.1 and 22.1.2 hereof.

22.2 Where any release and discharge (whether in respect of the Secured Liabilities or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, liquidation or otherwise, the security constituted by this Charge and Deed of Assignment (and the liability of the Chargor in respect thereof) shall continue or shall be reinstated as if there had been no such discharge or arrangement. The Chargees shall be entitled to concede or compromise any claim that any such payment, security or other disposition is liable to avoidance or repayment.

23. Notices

23.1 Manner of giving notices

Any notice or other information required or authorised by this Charge and Deed of Assignment to be given by either party shall be given by:

23.1.1 delivering it by hand;

23.1.2 sending it by mail, postage prepaid; or

23.1.3 sending it by facsimile transmission,

to the other party at the addresses given in Clause 23.4 or 23.5.

23.2 Notices sent by hand or by post

Any notice or other information delivered by hand as provided by Clause 23.1.1 shall be deemed given on the date delivered (if delivered during the business hours of the recipient, or (if not) at the start of the next Business Day thereafter. Any notice or other information sent by post in the manner as provided by Clause 23.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the seventh day after the envelope containing it was so posted.

23.3 Notices sent by fax

Any notice or other information sent by facsimile transmission shall be deemed to have been duly given: (a) at the time of transmission if the facsimile is received during business hours at the place of receipt; or (b) at the start of the next Business Day if the facsimile is received outside business hours at the place of receipt provided in either case that a satisfactory transmission report is received when the facsimile is sent.

23.4 Notices to the Chargee

Any notice or other communication required to be given to the Chargees under this Charge and Deed of Assignment shall be sent to each of the Chargees to the person and at the address detailed at the top of this Charge and Deed of Assignment or such other address, facsimile number and/or for such other attention as may be notified by the Chargees.

23.5 Notices to the Chargor

Any notice or other communication required to be given to the Chargor under this Charge and Deed of Assignment shall be sent to the Chargor to the person and at the address detailed at the top of this

SCHEDULE 1

Definitions

Accounts means the bank account opened and maintained by the Chargor for the production of the Film designated "CIC Films" account number 10118559 sort code 95-06-11 at Danske Bank, Donegall Square West, Belfast BT1 6JS and any other bank accounts opened and maintained by the Chargor in connection with the Film but excluding the Production B Account;

Accounts Bank means each and any bank at which each and any of the Accounts are held and including without limitation Danske Bank;

Chargor Default means a breach of any of the terms of, or any other default under, the Commissioning Agreement, the IFB Agreement, the NI Screen Agreement or this Deed by the Chargor;

Co-Producer means Fine Point Films Limited a company incorporated in the Republic of Ireland with registered number 532179 whose registered office is at Colliemore House, Collemore Road, Dalkey, Co Dublin

Co-Producer Default means a breach of any of the terms of, or any other default under, the Commissioning Agreement, the IFB Agreement, the NI Screen Agreement or this Deed by the Co-Producer;

Commissioning Agreement means the commissioning agreement dated 25th January 2018 between the Chargor and the Co-Producer in relation to the Film;

Collateral means the Chargor's right, title and interest in and to the property charged pursuant to Clauses 4.1 and 0 hereof and the property assigned pursuant to Clause 5 hereof BUT EXCLUDING notwithstanding anything to the contrary contained herein the Production B Account Collateral which shall be excluded from and not form part of the property, assets, and rights charged, mortgaged, assigned or otherwise encumbered hereunder;

Collateral Documents means any document in relation to the Collateral;

Delivery Materials means all the Film materials to be created and delivered to Chargees pursuant to and subject to the terms of the NI Screen Agreement and IFB Agreement;

Distribution Agreements means those agreements granting Distribution Rights in respect of the Film entered into by or on behalf of the Chargor or Co-Producer;

Distribution Rights means all rights of exploitation and distribution of the Film by all means and in all media throughout the universe, together with all such rights in and to the Film Assets as are necessary solely to exploit such rights, including all rights, if any, to authorise, prohibit and/or control and collect revenues from the rental, lending, private copying, fixation, reproduction and/or other exploitation of the Film by any means and/or media now known or hereafter devised as may be conferred under applicable laws, regulations and/or directives, including any so-called "Rental and Lending Rights" pursuant to any directives and/or implementing law enacted in any jurisdiction and including without limitation all allied and ancillary rights in and to the Film including without limitation all format, merchandising, commercial tie-in, literary publishing, music publishing, soundtrack album, non broadcast (including videogram, airline and ship rights), on-line rights and all other ancillary rights whether now known or hereafter invented;

Encumbrance means any mortgage, charge, lien, pledge, assignment, hypothecation or security interest or arrangement having similar effect;

Event of Default means any event specified in Schedule 2 of this Charge and Deed of Assignment;

Film means the feature documentary film provisionally entitled "Caught in the Crossfire"

Film Assets means the Rights, the Delivery Materials and all other rights and materials with respect to the same as may be necessary for the production and/or exploitation of the Film;

Film Distribution Agreements means the Broadcaster Agreements, the Kew Agreement and the Distribution Agreements;

Funding means the monies to be advanced by NI Screen under the terms of the NI Screen Agreement;

IFB Agreement means the production loan agreement dated on or about the date hereof between the Co-Producer, the Chargor and IFB in relation to the Film and any supplementary agreements executed between the parties thereto;

IFB Loan means the monies to be advanced by IFB under the terms of the IFB Agreement;

Intellectual Property Rights means trade marks, service marks, trade names, design rights, copyright (including rights in computer software and databases), patents, rights in know-how, confidential information and other intellectual property rights, in each case whether registered or unregistered and including applications for and the right to apply for registration for, the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the universe, in each case only to the extent relating solely to the Film;

Kew means Kew Media International Limited, (formerly Content Media Corporation International Limited) 19 Heddon Street, London, W1B 4BG

Kew Agreement the distribution agreement to be entered into between the Chargor and Kew.

Licensee means Kew and each other party to the Film Distribution Agreements other than the Chargor or Co-Producer;

NI Screen Agreement means the production finance agreement dated on or about the date hereof between, the Chargor, the Co-Producer and NI Screen in relation to the Film and any supplementary agreements executed between the parties thereto;

Production B Account means the production B account in the name of the Chargor designated "CIC Films Prod B" at Danske Bank, Donegall Square West, Belfast, BT1 6JS, sort code 95-06-11, account no: 40121649;

Production B Account Collateral means all the Chargor's right title and interest in and to all monies from time to time standing to the credit of the Production B Account together with all entitlements to interest and other rights and benefits accruing to or arising in connection therewith, the debt represented thereby and the Production B Account.

Receiver means a receiver or administrative receiver (where such an administrative receiver may be appointed) of the Collateral;

Relevant Agreements means this Charge and Deed of Assignment, Film Distribution Agreements, the NI Screen Agreement, the IFB Agreement, and any other agreements to which the Chargor, or the Co-Producer is a party in relation to the Film;

Relevant Parties means any of the Chargor, each Licensee, the Co-Producer and each party to a Relevant Agreement (other than the Chargee) and each is a Relevant Party; and

Rights means:

(a) the entire copyright and all other rights whether vested or contingent, in and to the Film and all material created therefor, whether included in the final version or not;

(b) all allied and ancillary rights in and to the Film including, without limitation, all format, merchandising, commercial tie-in, literary publishing, music publishing, soundtrack album, non broadcast (including videogram, airline and ship rights), on-line rights and all other ancillary rights whether now known or hereafter invented;

(c) all rights of copyright, Intellectual Property Rights and any and all other rights, whether vested or contingent, present or future, in all literary, dramatic, musical and artistic material commissioned or otherwise acquired solely in connection with the production, distribution and exploitation of the Film;

(d) all property and ownership in all Delivery Materials to be created or acquired in connection with the Film including the Source Material, the master negative and all materials held at any laboratory or facilities house from time to time;

(e) the benefit of all contracts and agreements entered into relating to the acquisition of rights by or provision of goods or services in connection with and solely in so far as this relates to the Film including all warranties and indemnities given therein; and

(f) the entire remaining benefit of all grants, licences or rights, waivers, consents, covenants, warranties, undertakings and/or representations in all of the licences and agreements solely as necessary for the production and exploitation of the Film;

Secured Liabilities means all or any money, obligations and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to either of the Chargees by the Chargor, and/or the Co-Producer in relation to the Film whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor), and whether pursuant to the Commissioning Agreement, the NI Screen Agreement, the IFB Agreement, this Deed, any other Relevant Agreement or otherwise, and including without limitation any money, obligations and liabilities of the Chargor, and/or the Co-Producer owed to a third party which have been assigned or novated or otherwise vested in any Chargee and whether pursuant to the NI Screen Agreement, the IFB Agreement, this Deed, or otherwise.

Source Material means any and all literary, dramatic, musical and artistic material incorporated in the Film, including the scripts and all underlying material upon which such scripts or the Film is based;

UK Tax Credit means the enhanced tax deduction with a payable cash element in respect of the surrendered losses to which the Chargor may be entitled in respect of the production costs of the Film as set out in the UK Tax Credit Legislation;

UK Tax Credit Account means a bank account opened and maintained by the Chargor for the payment of the UK Tax Credit Proceeds;

UK Tax Credit Collateral means the UK Tax Credit Proceeds, the right to make a claim for and receive the UK Tax Credit and the UK Tax Credit Account and all sums standing to the credit of it, and any and all other rights and benefits relating to the UK Tax Credit for the Film;

UK Tax Credit Collateral means the benefit of the UK Tax Credit and the UK Tax Credit Proceeds;

UK Tax Credit Legislation means all legislation and guidance notes relating to the UK Tax Credit including: (a) Part 15 of the Corporation Tax Act 2009 all as the same may be amended, supplemented and enacted into law;

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

Underlying Rights means any and all rights of copyright, trade mark, patents or other intellectual property rights or other rights of whatsoever nature in the Source Material.

SCHEDULE 2

Events of Default

An Event of Default means any of the following:

1. a Chargor Default;
2. a Co-Producer Default;
3. default shall be made in the payment, satisfaction and/or discharge of the Secured Liabilities or any instalment of the Secured Liabilities, on the due date and in the currency and at the place in which or at which it is expressed to be payable;
4. any breach, default, failure or refusal or neglect of any Relevant Party to observe or perform any of the terms of the Relevant Agreements or any amendment to the Relevant Agreements or any event of default occurs pursuant to any of such agreements and/or documents;
5. if any of the Relevant Agreements shall be terminated or become unenforceable;
6. if any of the warranties and representations given by any Relevant Party under any of the Relevant Agreements shall at any time prove to be incorrect or false;
7. if it becomes illegal for the parties or any Relevant Party to perform their respective obligations under any of the Relevant Agreements or if any of the Relevant Agreements becomes void, invalid or unenforceable or ceases to be in full force and effect;
8. any consent, authorisation, licence, filing, registration, notarisation or other requirement of any governmental, judicial or public body or authority required or advisable in connection with the execution, delivery, performance, validity, admissibility in evidence or enforceability of the Relevant Agreements or performance by a Relevant Party of its obligations under the Relevant Agreements is modified in a manner unacceptable to the Chargees or is not granted or is revoked or terminated or expires;
9. a material adverse change in the business or financial condition of a Relevant Party or in relation to any person guaranteeing any of the Secured Liabilities or in relation to any assets, rights or monies over which a Relevant Party has security;
10. any meeting of creditors of a Relevant Party being held or any arrangement or steps being taken by a Relevant Party with a view to proposing or implementing (under any enactment or otherwise) any kind of scheme of arrangement, compromise or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency (Northern Ireland) Order 1989);
11. a trustee, liquidator, provisional liquidator, supervisor, receiver, administrator (in bankruptcy or otherwise), administrative receiver or other encumbrancer taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven (7) days) over the whole or any substantial part of the assets of a Relevant Party or the directors or officers of a Relevant Party requesting any person to appoint such a trustee, liquidator, supervisor, receiver, administrator, administrative receiver or other encumbrancer;
12. a Relevant Party ceasing (or threatening to cease) to carry on business or being or becoming unable to pay its debts within the meaning of article 103 Insolvency (Northern Ireland) Order 1989 (on the basis that, in relation to sections 103(1)(e) and 103(2) Insolvency (Northern Ireland) Order 1989 the words "if it is proved to the satisfaction of the court that" are omitted) or suspending or threatening to suspend making payments with respect to all or any class of its debts;
13. a Relevant Party obtaining a moratorium or other protection from its creditors;
14. a petition being presented, or steps being taken, or a meeting being convened for the purpose of considering a resolution for the making of an administration order, the winding-up, bankruptcy or dissolution of a Relevant Party;
15. an application being presented for the making of an administration order, or there is served on any person a notice of intention to appoint an administrator or any such appointment is made in relation to any

Relevant Party, or a meeting being convened for the purpose of considering a resolution for the making of such an application or the service of such a notice;

16. a decision being taken for a Relevant Party to cease to trade or any Relevant Party ceases to trade;
17. any Relevant Party changing or threatening to change the nature or scope of its business, or suspending or threatening to suspend all or a substantial part of its business operations;
18. the taking of a decision without the prior consent of the Chargees by a Relevant Party that the whole or a part of the undertaking or assets of a Relevant Party be sold, transferred or otherwise disposed of (whether or not for full consideration);
19. any indebtedness or guarantee, indemnity or similar obligation of a Relevant Party not being paid when due or called upon, or any such indebtedness or obligation being declared due prior to its stated maturity;
20. the occurrence of any event which would result in the crystallisation of any floating charge over the whole or any part of the undertaking and assets of a Relevant Party;
21. any Encumbrance which may affect any assets of any Relevant Party becoming enforceable;
22. any Encumbrance or any guarantee or indemnity given by any Relevant Party ceasing to be in full force and effect;
23. the occurrence of any event or the receipt by the Chargees of any information or the coming to the attention of the Chargees of any matter or thing which causes the Chargees to believe that all or any part of the Collateral is in danger of seizure, distress or other legal process or that all or any part of its security is otherwise for any reason in danger;
24. any Relevant Party has a written demand for the payment of sums due served upon it in accordance with section 103(1)(a) Insolvency (Northern Ireland) Order 1989 or otherwise (which is not settled or disputed);
25. any Relevant Party is struck off the register of companies or otherwise ceases to exist;
26. if any event, which is in the opinion of the Chargees analogous to or having a similar effect or result to any of the events described above, shall happen in any jurisdiction to any Relevant Party; and
27. the Chargees determines (in their sole and absolute discretion) that the rights of any Relevant Party with respect to the Collateral are materially adversely affected as a result of any claim and/or claims asserted by any third party.

EXECUTION PAGE TO NI SCREEN AND IFB CHARGE OVER CIC FILMS LTD

"CAUGHT IN THE CROSSFIRE"

In Witness whereof this Charge and Deed of Assignment has been entered into the day and year first before written

EXECUTED and unconditionally delivered as a)

deed by)

CIC FILMS LTD)

acting by a director)

in the presence of:


Witness Name: GABINA CHEREN

Witness Signature: G. Cheren

Witness Address: 5860 Upper Ashbury St

Belmont 463

Witness Occupation: CEO



Director