



Registration of a Charge

Company name: **ROOK FILMS POSSESSOR LTD**

Company number: **11560160**



X847KAM8

Received for Electronic Filing: **26/04/2019**

Details of Charge

Date of creation: **16/04/2019**

Charge code: **1156 0160 0001**

Persons entitled: **FILM FINANCES CANADA LTD**

Brief description: **SUBJECT TO THE RIGHTS AND PRIOR SECURITY OF RAKIJA FILMS LIMITED (THE "PRODUCER") UNDER THEIR RESPECTIVE AGREEMENTS IN RESPECT OF A FILM PROVISIONALLY ENTITLED "POSSESSOR" (THE "FILM"). 5 1 ALL RIGHTS, TITLE AND INTEREST OF THE COMPANY AND IN THE FILM AND IN THE SCRIPT AND ALL OTHER WRITTEN AND MUSICAL MATTER 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 (TOGETHER THE "CHARGED PROPERTY") NEGATIVE PLEDGE THE COMPANY AGREED THAT IT SHALL NOT CREATE, GRANT OR PERMIT TO SUBSIST ANY MORTGAGE, SECURITY, INTEREST OR CHARGE, WHETHER FIXED OR FLOATING (OTHER THAN ANY AGREED IN THE INTERPARTY AGREEMENT BETWEEN THE COMMISSIONING DISTRIBUTOR, THE PRODUCER, THE PSCS, THE SALES AGENT AND THE GUARANTOR) ON OR OVER ALL OR ANY PART OF THE CHARGED PROPERTY, WHETHER RANKING IN PRIORITY TO, BEHIND OR PARI PASSU WITH THE SECURITY SET OUT ABOVE.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **KATRINA STAGNER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11560160

Charge code: 1156 0160 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2019 and created by ROOK FILMS POSSESSOR LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2019 .

Given at Companies House, Cardiff on 29th April 2019

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

THIS AGREEMENT is made as of the 16 day of April Two thousand and nineteen **BETWEEN**

- (1) **MARK IT EIGHT INC.**, a corporation incorporated pursuant to the laws of Ontario having its registered office at c/o Goldenberg Nahmias LLP, 468 Queen Street East, Suite 301, Toronto, ON M5A 1T7 (attention: Jordan Nahmias; email: jordan@goldenbergnahmias.com) (the "**Commissioning Distributor**");
- (2) **ROOK FILMS POSSESSOR LTD.**, a private limited company incorporated under the laws of England and Wales having its registered office at Cima Dorada, Verriotts Lane, Morcombelake, Bridport, Dorset, DT6 6DU (email: andystarke@gmail.com, attention: Andy Starke) (the "**UK PSC**");
- (3) **RHOMBUS POSSESSOR INC.**, a corporation incorporated pursuant to the laws of Ontario having its registered office at 303 – 662 King Street West, Toronto, ON M5V 1M7, Canada (email: kevin@rhombusmedia.com, attention: Kevin Krikst) (the "**Canadian PSC**" together with the UK PSC, the "**PSCs**");
- (4) **RAKIJA FILMS LIMITED**, a company registered under the laws of England and Wales under number 10028836 having its registered office at 15 Golden Square, London W1F 9JG (facsimile: +44 207 319 4001; attention: Directors; email: Possessor@theingeniousgroup.co.uk) (the "**Producer**" and together with the PSCs and the Commissioning Distributor, the "**Chargors**"); and
- (7) **FILM FINANCES CANADA LTD** whose registered office is at 250 The Esplanade, Suite 204, Toronto, Ontario M5A 1J2 (attention: Antonietta Presta, email: apresta@filmfinances.ca) (hereinafter called the "**Guarantor**")

RECITALS:-

- (A) The Commissioning Distributor has acquired the rights to make a film provisionally entitled "**Possessor**" (the "**Film**") based on a script by Brandon Cronenberg;
- (B) By a commissioning and distribution agreement dated 5 April 2019 (as amended from time to time) (the "**Commissioning Agreement**") between the Commissioning Distributor and the Producer, the Commissioning Distributor has commissioned the Producer and the Producer has agreed to produce the Film in accordance with the terms thereof;
- (C) By a production agreement between the Producer and the UK PSC dated 5 April 2019 (as amended from time to time) (the "**PA**" and together with the Commissioning Agreement, the "**Production Agreements**"), the Producer has engaged the UK PSC to provide certain services in return for which Producer has agreed to advance an amount equal to 100% of the Budget Contribution (as defined in the PA) to the UK PSC on the terms and conditions set out therein;
- (D) By an amended and restated co-production agreement dated with effect as of January 25, 2017, (the "**Co-Production Agreement**") and as amended and restated on **March 27th, 2019**, the UK PSC and the Canadian PSC have agreed to co-produce the Film in accordance with the terms and conditions of the Co-Production Agreement;

- (E) Pursuant to a sales agency agreement dated on or about the date hereof (the "**Sales Agency Agreement**"), the Commissioning Distributor appointed Arclight Films International Pty. Ltd (the "**Sales Agent**") as its agent to sell the distribution rights in the Film (for the world excluding the Canadian territories) on the terms and conditions specified therein;
- (F) Pursuant to an interparty agreement dated on or about the date hereof (the "**IPA**") between, inter alios, the Commissioning Distributor, the Producer, the PSCs, the Sales Agent and the Guarantor, the parties thereto have agreed to regulate certain matters as between themselves and references herein to the Sales Agency Agreement shall be deemed to be references to those documents as amended by the IPA.
- (G) The Producer, amongst others, requires a guaranty of completion and delivery in respect of the Film (hereinafter called the "**Guaranty**") of even date herewith and given by the Guarantor. In order to give such Guaranty, the Guarantor requires the Chargors to enter into this agreement.

NOW THIS DEED WITNESSETH as follows:-

1. Each of the Producer, the PSCs and the Commissioning Distributor hereby warrants and represents (for itself only) to the Guarantor that:-
 - 1.1 The script dated March 20, 2019, written by Brandon (the "**Script**"), the production schedule dated March 27, 2019 (the "**Production Schedule**") schedule and budget dated March 29, 2019 (including a guarantee fee of CAD \$145,755. (plus applicable taxes) to Film Finances Canada Ltd and a contingency of CAD **\$397,064** as supplemented at Guarantor's satisfaction (hereinafter called the "**Budget**") for the Film which to the extent required have been approved by the Guarantor and have also been approved by the Producer;
 - 1.2 The individual producers, director and principal artists for the Film have also been or will be approved as aforesaid and have entered into (or will enter into) agreements with the PSCs undertaking to serve the PSCs in those capacities during the production of the Film;
 - 1.3 The Producer has arranged to provide to the PSCs 100% of the Budget Contribution;
 - 1.4 The Commissioning Distributor has obtained all such rights and licences in respect of the Script and in all treatments and screenplays and written matter of all kinds and the PSCs 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 PSCs and the Commissioning Distributor to comply with its obligations to the Producer contained in the Production Agreements and to the distributors of the Film;
 - 1.5 The PSCs (in accordance with the Co-Production Agreement) and the

director of the Film will be the joint authors of the Film and shall produce the Film in their own names and for their own account and (subject to the rights and security interests of the Producer and this Agreement) the copyright in and all rights of representing, exhibiting and exploiting the Film will vest absolutely in the PSCs upon creation and until one Business Day prior to the Delivery Date (as defined in the Commissioning Agreement), when they shall vest in the Producer and in the Commissioning Distributor upon the Delivery Date (as defined in the Commissioning Agreement).

2. 2.1 Forthwith upon the execution of this Agreement the PSCs 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 Producer 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 PSCs 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, if any material conditions change substantially and the Guarantor reasonably determines that such changes result in the need for additional insurance, effect such further insurances (as a cost to the Budget to the extent the Budget allows) for such amounts and covering such risks as the Guarantor may reasonably specify in writing in order to ensure that full insurance is effected at all times until delivery of the Film. The PSCs 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). The Guarantor acknowledges that it has received and approved the insurance policies which have been required by and provided to it prior to the date of this Agreement and that on the basis of the Budget and the Production Schedule for the Film it does not currently anticipate the requirement for any further insurance for the Film.

2.3 None of the Producer, the PSCs or the Commissioning Distributor shall 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 PSCs shall fail to effect and maintain any such policy of insurance within a reasonable period of being required so to do by written notice from the Guarantor (the Guarantor specifying the insurance policy concerned), the Guarantor may effect and maintain the same (and shall provide copies thereof to the Producer, PSCs and the Commissioning Distributor) and in that event any premiums thereon paid by the Guarantor shall forthwith on demand be repaid to it by the relevant Chargor(s) 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

Guaranty after any expense or liability has been incurred in connection with the Film:

- (a) which is covered by insurance maintained by the PSCs under this Clause, the relevant PSC shall (whether or not formally demanded by the Guarantor) procure that a claim is promptly made 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 relevant PSC and PROVIDED FURTHER that the relevant PSC 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 PSCs under this Clause, and which is either not insured or under-insured by reference to the Guarantor's requirements specified to the PSCs prior to the date hereof, the relevant PSC or the Commissioning Distributor 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 relevant PSC as aforesaid but not exceeding any unreimbursed Secured Sums arising from the uninsured event. If the PSCs have in force all of the insurance provided for in this agreement, the PSCs shall be deemed to have satisfied the requirements of this clause. Nothing contained herein shall be deemed to render the PSCs liable to the Guarantor for any breach of contract by the insurers.
3. 3.1. Each of the Producer, the PSCs and the Commissioning Distributor shall, until the Guarantor shall be released from or have no further liability of any nature under the Guaranty, 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 Production Agreements, including any legal proceedings threatened in writing against the Producer, the PSCs or the Commissioning Distributor and actually commenced, the progress of such proceedings and of any judgments entered against it.
- 3.2 The PSCs shall produce the Film in all respects in accordance with the provisions of the PA and the Co-Production Agreement (as applicable), the Script (save in respect of on the floor changes or other non-material changes arising as a result of the exigencies of production, which, in any event, do not materially alter the storyline or plot of the Script), the Production Schedule and the Budget and shall not without the prior consent of the Guarantor make or agree to make any material variation or modification therein or in the key personnel or other details of production approved by the Guarantor or the Producer or any of them as permitted by the Presale NOAs (as such term is defined in the Guaranty) 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 PSCs shall 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 cost statements, which shall be provided on a weekly basis during the last four weeks of pre-production (but subject to execution of this Agreement) and throughout principal photography and wrap, on a fortnightly basis during all other times of pre-production and during the post-production of the Film on a monthly basis (starting one month after the end of principal photography) until the Film has been completed and delivered 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 PSCs are required to submit to the Producer or which the Guarantor may reasonably require. At Guarantor's sole expense, 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 Guaranty 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 PSCs and take copies of extracts therefrom in so far as they relate to the Film provided that the Guarantor agrees to comply with the reasonable requests and applicable contractual obligations of the Producer, the PSCs and the Commissioning Distributor 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 or the business of the Producer, the PSCs or the Commissioning Distributor.
- 3.4 The Guarantor shall be entitled to demand from the Producer, the PSCs or the Commissioning Distributor (as applicable) 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 Guaranty. The Producer, the PSCs or the Commissioning Distributor (as applicable) shall give any explanation as may be reasonably required without delay and (if required) shall attend a meeting (either in person or by telephone conference call) at which the producers, director or any other person concerned with the production whose presence the Guarantor shall reasonably 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 Producer, the PSCs or the Commissioning Distributor (as applicable) 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 Each of the PSCs and the Commissioning Distributor 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 Guaranty and to provide the Guarantor with copies of all letters and other documents or communications written or otherwise made either by the PSCs or the Commissioning Distributor (as applicable) affecting any item which the

PSCs or the Commissioning Distributor 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 Guaranty will not be removed or adequately reduced by the steps proposed to be taken by any of the Chargors; or
- (b) 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 Guaranty; or
- (c) there shall at any time be a failure by the PSCs or the Commissioning Distributor to comply with any of the material terms (including without limitation, any breach of any warranty or representation) hereof or of the Production Agreements or of any other funding agreement entered into by either (collectively 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 Guaranty;

then the PSCs and/or the Commissioning Distributor (as applicable) shall upon receiving written notice from the Guarantor that the provisions of sub-clauses 3.6(a), (b) or (c) apply, 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 Production Agreements and/or the Funding Agreements and/or the IPA (except with the consent of the Producer) or other contractual obligations of the Producer, the PSCs or the Commissioning Distributor in respect of the Film previously approved by the Guarantor. The Guarantor shall not require the dismissal of 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.

3.7 If either:-

- (a) at any time the PSCs or the Commissioning Distributor shall be in material breach of any of the provisions (including without limitation, any breach of warranty or representation) hereof which in the Guarantor's good faith judgment will affect the cost in excess of the Budget and/or timely delivery of the Film or of the PA, Co-Production Agreement or the Commissioning Agreement and the PSCs or the Commissioning Distributors fail to remedy such breach within two (2) business days (during principal photography, four (4) business days at other times) 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 PSCs or the Commissioning Distributor (as applicable) fail 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 Guaranty and the Producer, the PSCs or the Commissioning Distributor (as applicable) fail within five (5) business days after written notice from the Guarantor to the Producer, the PSCs or the Commissioning Distributor (as applicable) to cure the situation which is of concern to the Guarantor, to the Guarantor's satisfaction,

then, subject to the terms of the IPA, the Guarantor shall have the right to take over and complete the production of the Film in accordance with the provisions of the Production Agreements, the Funding Agreements and the IPA and shall if it exercises such right upon written notice to the PSCs be deemed to have been irrevocably appointed the manager and agent of the PSCs for such purpose and the PSCs shall at the request of the Guarantor place at the disposal of and under the control of the Guarantor the Production Bank Accounts (as referred to or defined in the **Second Schedule** hereto, and subject to the rights of the Producer and all other persons and equipment employed and used by the PSCs in connection with the production of the Film BUT the Guarantor shall incur no liability to the PSCs for or in connection with such appointment except to the extent caused by the Guarantor's gross negligence or wilful misconduct PROVIDED THAT the Guarantor shall observe the contractual obligations of the PSCs 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 Commissioning Distributor 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 Guaranty 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) "**Business Days**" (*as used herein means any day other than a Saturday, Sunday or a day on which banks in Toronto and Montreal, Canada and London, England are required or permitted to be closed*), and the instructions to cure given by the Guarantor are such that they cannot be completed within two (2) business days, the Producer, the PSCs or the Commissioning Distributor (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 Producer, the PSCs or the Commissioning Distributor (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/or individual producer immediately if they fail to follow such reasonable instructions provided that the Guarantor will not replace the director and/or the individual producers unless they are in uncured breach of a material term of their respective contracts with the relevant PSC. For the purpose of giving effect to this sub-clause and to facilitate the performance by the Guarantor of its obligations under the Guaranty (and without prejudice to the power of attorney contained in Clause 11 below) each PSC and the Commissioning Distributor hereby undertakes that it will at such time as the Guarantor may require after the execution of this Agreement (i) execute a power 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 and which power of attorney the Guarantor hereby undertakes to hold in escrow until such time as either the Guarantor takes over the production or the Guarantor is released from all of its obligations under the Guaranty at which point the Guarantor shall issue reasonable documentation in favour of the Commissioning Distributor and the PSCs confirming the termination of the power of attorney, (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 banks at which any of the Production Bank Accounts are held and (iii) procure that a letter in the form set out in the **Third Schedule** hereto is written to and acknowledged by the relevant facility.

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 Producer, the PSCs and the Commissioning Distributor (as applicable), who in the meantime shall have access thereto on reasonable notice for auditing purposes. If the Producer, any of the PSCs or the Commissioning Distributor (as applicable) fails to take possession of such records and documents within thirty days after they are offered to the Producer, the PSCs or the Commissioning Distributor (as applicable), the Guarantor shall have the right to destroy them.

4. The Commissioning Distributor and/or the PSCs 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 Freeway CAM B.V. has been appointed as collection agent in relation to the collection and distribution of all proceeds of 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 Guaranty (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 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 Guaranty and the Guarantor is

hereby irrevocably authorised by the Producer, the PSCs and the Commissioning Distributor to make any payments and comply with any claims or demands on the Guarantor under or in connection with the Guaranty on the first demand being made without any further reference to or further authority from the Producer, the PSCs or the Commissioning Distributor and notwithstanding that of any the Producer, the PSCs or the Commissioning Distributor may dispute the validity of or that the Guarantor could have resisted any such demand. Guarantor acknowledges that the Secured Sums and the repayment thereof shall be without recourse to Producer and shall be paid to Guarantor from the proceeds of exploitation of the Film in accordance with the Collection Agreement, but Guarantor reserves all rights and remedies which it may have at law or in equity as a result of any material breach of this Completion Agreement or (to the extent such breach gives rise to any liability to Guarantor) the Production Agreements and the Funding Agreements.

5. Each of the Chargors (for itself only and to the extent of its rights, title and interest) as a continuing security, subject to (i) a proviso for re-assignment on irrevocable discharge in full of the Secured Sums, (ii) the rights and prior security and other interests of the Producer under the Production Agreements, the IPA, the security agreements entered in favour of the Producer (the "**Producer Security Agreements**") and the other funders, and (iii) the permitted encumbrances and terms of priority under the IPA in relation to the Film and the Collection Agreement (but only insofar as the Chargor owns such rights):-
- 5.1 charges absolutely to the Guarantor all present and future rights, title and interest of the Chargor of and in the Film and in the Script and all other written 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 charges absolutely to the Guarantor all present and future interest and rights of the Chargor of and in (a) in the case of the Producer, the PA (b) in the case of the PSCs and the Commissioning Distributor, the Production Agreements and the Funding Agreements and all other present and future agreements entered into by the PSCs or the Commissioning Distributor in connection with the production of the Film; 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 of the Chargors' undertaking and assets, wheresoever and whatsoever, present and future (but solely to the extent they relate 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 Excluded Assets (as such term is defined below) (the property and assets of the Chargors for the time being assigned or charged to the Guarantor under Clauses 5.1 to 5.4 (inclusive) 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 Guaranty,

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 Producer, the PSCs and the Commissioning Distributor (as applicable) shall reasonably request to confirm such release and re-assignment.

"Excluded Assets" means (i) any right, title or interest of the Producer in or to the Producer Security Agreements; (ii) any sums due or payable to the Producer pursuant to the Production Agreements, the Guaranty and the IPA; (iii) any contractual rights granted to the Producer pursuant to the Producer Value Contracts (as defined in the Commissioning Agreement) or any other rights or remedies of the Producer which arise by operation of law in connection with the Producer Value Contracts (as defined in the Commissioning Agreement); and (iv) any shares in the UK PSC held by the Producer; and (v) any sums payable to the Producer by the UK PSC.

6. Subject always to the rights of the Producer (including those set out in the IPA), each of the Producer, the PSCs and the Commissioning Distributor:-
 - 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 Production Agreements, the Funding Agreements and as permitted under the terms of the IPA) 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 Production Agreements, the Funding Agreements, the terms of the IPA and any of the agreements pursuant to which the Commissioning Distributor has granted rights to distribute the Film (the **"Distribution Agreements"**) without the prior consent of the Guarantor in writing, such consent not to be unreasonably withheld or delayed; 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 order 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.

Notwithstanding the above, the Guarantor acknowledges that the Producer has granted a security interest in the Charged Property to Ingenious Project Finance Limited.

7. The Secured Sums shall become immediately due and payable by the PSCs and/or the Commissioning Distributor to the Guarantor 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 any of the Producer, the PSCs or the Commissioning Distributor 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 Producer, the PSCs or the Commissioning Distributor (as applicable) within ten (10) days of the date of such demand; or
- 7.2 If any of the Producer, the PSCs or the Commissioning Distributor 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 Production 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 Guaranty and the Producer, the PSCs or the Commissioning Distributor (as applicable) does not cure the same within ten (10) days of written notice thereof from the Guarantor; or
- 7.3 If any judgment is obtained against the any of the Producer, the PSCs or the Commissioning Distributor 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 Producer, the PSCs or the Commissioning Distributor (as applicable) 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 any of the Producer, the PSCs or the Commissioning Distributor 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 any of the Producer, the PSCs or the Commissioning Distributor shall cease or threaten to cease to carry on the business it carries on at the date hereof; or
- 7.6 If any of the Producer, the PSCs or the Commissioning Distributor 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 any of the Producer, the PSCs or the Commissioning Distributor 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 any of the Producer, the PSCs or the Commissioning Distributor to perform or comply with any or all of its obligations hereunder or any of the obligations of the Producer, the PSCs or the Commissioning Distributor hereunder are not or cease to be legal, valid and binding 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 Guaranty.

For the avoidance of doubt, any moneys received by the Guarantor pursuant to this clause 7 shall be applied in accordance with the terms of clause 10 below.

8. Upon the security created or constituted by this Agreement becoming enforceable, and at all times subject to the terms of the IPA and to the rights of the Producer, the Commissioning Distributor and the Sales Agent to revenues from the exploitation of the Film set out in the Production Agreements and the Collection Agreement:
 - 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 Chargors 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 Production Agreements, the Funding Agreements, the IPA, 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 in relation to the Film only 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 company 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, 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 Chargors to give without payment (other than payment of fees and expenses contained in the Budget) such assistance in connection therewith as may be reasonably 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 Chargors all the powers and rights of an absolute owner of the Charged Property and to do or omit to do anything which the Chargors 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 Producer under the Production Agreements, the provisions of the IPA and the allocation of revenue provisions set out in the Production 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 IPA 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 Each of the Producer, the PSCs and the Commissioning Distributor 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 Producer, the PSCs or the Commissioning Distributor (as applicable) and 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 properly consider requisite) for

carrying out any obligation imposed on the Producer, the PSCs or the Commissioning Distributor (as applicable) by or pursuant to this Agreement and generally for enabling the Guarantor and the Receiver properly 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 Chargors 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 promptly sent to the relevant Chargor 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 Chargors 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 use all reasonable endeavours to procure that the Receiver shall exercise its powers in a manner consistent with the Production Agreements, the IPA, the Funding Agreements, the Collection Agreement and the Distribution Agreements and any contracts entered into by the Chargors 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 Guaranty, the Producer, the PSCs and the Commissioning Distributor shall deliver to the Guarantor copies of all lists of booking, revenue statements and accounts which the Producer, the PSCs or the Commissioning Distributor (as applicable) shall be entitled to receive.
14. Each of the Commissioning Distributor and the PSCs hereby acknowledges and confirms that it is not entitled to and has no interest in the benefit of the Guaranty and hereby waives and releases unto the Guarantor absolutely all such interest and benefit in the Guaranty as may exist now or in the future or has been hitherto vested in it. 15. Notices may be served by either party hereto on another by facsimile or by posting the same through the post in a first class prepaid letter to the other at its current trading address and shall be deemed to have been served at the expiration of

one (1) business day after the time of sending the facsimile and seven (7) 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).

16. The Producer, the PSCs and the Commissioning Distributor 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 Producer, the PSCs and the Commissioning Distributor to any such insurers, assignee or other successor or any participant or proposed insurers, assignee, successor or participant. The Chargors 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 other than in accordance with the IPA.
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 each of the Producer, the PSCs and the Commissioning Distributor (as applicable) discharging the security herein created upon the later of the Guarantor being fully and unconditionally released from its obligations under the Guaranty 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 granted pursuant to clause 11 hereof and, as applicable, the Power of Attorney attached as the **First Schedule** hereto and the letters attached at the **Second**, and **Third Schedules** hereto. 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.
19. The PSCs shall cause Guarantor to be accorded credit in the end titles of all positive prints and other reproductions of the Film which shall read substantially as follows:

"Completion Guarantee provided by Film Finances Canada Ltd"

Any casual or inadvertent failure to accord such credit shall not be deemed to be a breach by PSCs of this Agreement provided the PSCs shall, without incurring costs other than of a de minimis nature, prospectively cure such failure promptly after Guarantor notifies the PSCs of such failure in writing. Guarantor hereby waives any right to injunctive relief in the event of a breach of the foregoing and agrees that Guarantor's sole remedy shall be an action at law for money damages.

20. 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.
21. 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, the PSCs and the Commissioning Distributor. 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.
22. 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 laws of England and Wales. The Producer, the PSCs, the Commissioning Distributor 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 Producer, the PSCs or the Commissioning Distributor in any other court of competent jurisdiction, whether concurrently or not to the extent permitted by the law of such other jurisdiction.
23. In this Agreement, unless the context otherwise requires:
 - 23.1 words importing the singular shall include the plural and vice versa;
 - 23.2 references to the "Guarantor", the "Sales Agent", the "Producer", the "PSCs" or the "Commissioning Distributor" shall be construed so as to include their successors, transferees and assigns, and from time to time;
 - 23.3 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;

23.4 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.

24. Notwithstanding any other term of this Agreement or any other agreement, the Producer's liability in respect of the Secured Sums and any amount due or payable and in respect of any obligation under this Agreement shall be with recourse only to the Charged Property (subject always to the priority of security interests of the Producer) and the Guarantor shall have no recourse to the Producer in respect of any other property assets or resources of the Producer. The Guarantor agrees that it will not exercise any rights of set off, counterclaim, deduction or withholding pursuant to this Agreement against any rights and assets of the Producer other than the Charged Property. The Producer will only be liable to make payments out of the Charged Property to the extent of its interest in such assets. Notwithstanding anything to the contrary in this Agreement or any other agreement to which the Producer is a party, the Producer shall have no obligation to make any payments to the Guarantor in connection with this Agreement or any other agreement to which it is a party in relation to the Film from any of its assets or resources. Notwithstanding anything to the contrary in this Agreement, in the event of the occurrence of any default under this Agreement which default shall result directly or indirectly from any default, act or omission of the Producer, the PSCs or the Commissioning Distributor, the Guarantor or any other third party, whether under this Agreement or any other agreement in relation to the Film, such default by the Producer shall not entitle the Guarantor to exercise any remedies against the Producer which might otherwise be available to it under this Agreement or otherwise at law or in equity, all of which rights are irrevocably waived by the Guarantor, and the Producer shall be under no obligation to the Guarantor (either with regard to the payment of indemnity payments or otherwise) in connection therewith. The parties agree that the obligations of the Producer are several from the obligations of the PSCs and the Commissioning Distributor and any default by one of the parties other than the Producer shall not entitle the Guarantor to enforce any rights or make any claims against the non-defaulting Producer.

IN WITNESS whereof this Agreement has been executed and delivered as a Deed by the Producer, the PSCs, the Commissioning Distributor and the Guarantor on the date set out above.

THE FIRST SCHEDULE

(I) POWER OF ATTORNEY – COMMISSIONING DISTRIBUTOR

BY THIS POWER OF ATTORNEY given this 16 day of April Two thousand and nineteen by **MARK IT EIGHT INC.**, a corporation incorporated under the laws of Ontario having its registered office at c/o Goldenberg Nahmias LLP 468 Queen Street East, Suite 301, Toronto, ON M5A 1T7 (the "**Appointor**") HEREBY APPOINTS FILM FINANCES CANADA LTD of 250 The Esplanade, Suite 204, Toronto, Ontario M5A 1J2 (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 "**Possessor**" (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.

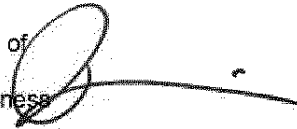
The Attorney shall have the full and unrestricted right power and authority at any time to appoint any substitute (and to revoke any appointment so made) to act hereunder and the acts of the Attorney's substitute shall be fully valid and binding upon the Appointor as if the Appointor had performed the 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
MARK IT EIGHT INC.
by a director in the presence of a witness



Witness Name Brittany Oates

Witness Address 666 Bloor St. W

Witness Occupation Office Manager

Witness Signature BRO

(II) POWER OF ATTORNEY – UK PSC

BY THIS POWER OF ATTORNEY given this 16 day of April Two thousand and nineteen by, **ROOK FILMS POSSESSOR LTD.**, a private limited company incorporated under the laws of Manitoba having its registered office at Cima Dorada, Verriotts Lane, Morcombelake, Bridport, Dorset, DT6 6DU (the "Appointor") HEREBY APPOINTS FILM FINANCES CANADA LTD of 250 The Esplanade, Suite 204, Toronto, Ontario M5A 1J2 (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 production and delivery of the feature film provisionally entitled "**Possessor**" (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.

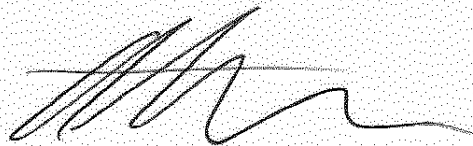
The Attorney shall have the full and unrestricted right power and authority at any time to appoint any substitute (and to revoke any appointment so made) to act hereunder and the acts of the Attorney's substitute shall be fully valid and binding upon the Appointor as if the Appointor had performed the 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
ROOK FILMS POSSESSOR LTD
by a director in the presence of a witness



Witness Name JACQUELINE WHITE

Witness Address CIMA DORADA, DT66DU, UK

Witness Occupation COMPANY DIRECTOR

Witness Signature J White

(III) POWER OF ATTORNEY – CANADIAN PSC

BY THIS POWER OF ATTORNEY given this 16 day of April Two thousand and nineteen by **RHOMBUS POSSESSOR INC.** a company registered under the laws of Ontario having its business address at 303 – 662 King Street West, Toronto, ON M5V 1M7 (the "Appointor") HEREBY APPOINTS FILM FINANCES CANADA LTD of 250 The Esplanade, Suite 204, Toronto, Ontario M5A 1J2 (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 "**POSSESSOR**" (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
RHOMBUS POSSESSOR INC.
by a director in the presence of a witness

))


Witness Name Tim Marczenko
Witness Address 662 King St
Witness Occupation Office Manager
Witness Signature [Signature]

THE SECOND SCHEDULE

Date: 2019

The Manager, ●

Sort Code []

Dear Sir

"Possessor" (the "Film")

Account Number(s) []

We have entered into an agreement (the **"Agreement"**) with Film Finances Canada Ltd (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.

Please be advised and instructed therefore that if you receive written notice from the Guarantor that it has assumed control of production of the Film, the only authorised signatories on the Production Bank Account shall be the signatory or signatories who will be designated by the Guarantor by signature of your form of signature card.

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.

Yours faithfully

for and on behalf of

AGREED AND ACCEPTED

.....

Manager for and on behalf

of ●

Dated

2019

Date: 2019

The Manager
Coutts & Co.
440 Strand
London WC2R 0QS

Dear Sir

"Possessor" (the "Film")

ROOK FILMS POSSESSOR LTD. (We, us)

Account No. ●

Sort Code: ●

IBAN: ●

(the **"Production Bank Account"**)

We have entered into an agreement (the **"Agreement"**) with Film Finances Canada 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 a notice and acknowledgement of security interest dated on or about the date hereof between you, **ROOK FILMS POSSESSOR LTD.**, us, Ingenious Project Finance Limited, and Film Finances Canada Ltd relating to the Production Bank Account (the **"Notice and Acknowledgement of Charge"**), the instructions given to you pursuant to the Notice and Acknowledgement of Charge shall prevail.

"Possessor" CA

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

ROOK FILMS POSSESSOR LTD.
AGREED AND ACCEPTED

.....
Manager for and on behalf
of **Coutts & Co**

Dated 2019

THE THIRD SCHEDULE

(LAB ACCESS LETTER)

Dated as of April 2, 2019

Technicolor Limited
28-32 Lexington Street, Soho
London W1F 0LF, United Kingdom
Attention: Louise Stevenson
Louise.Stevenson@technicolor.com

"Possessor" (the "Film")

Dear Sir/Madam,

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

("●") and Film Finances Canada Ltd. (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 ("●") 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 ("●") 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, or otherwise in connection with the Film, although you must, subject to the terms of the [pledgeholder agreement] entered into between, inter alios, the ("●"), the Guarantor and Technicolor Limited with regard to the Film (the ["Pledgeholder Agreement"]) and to the approval rights of the [Pledgees] under the Pledgeholder Agreement, always give access to the Materials to Guarantor or its designees notwithstanding any unpaid charges incurred by ("●") or anyone else (other than the Guarantor).
3. Subject to the terms of the Pledgeholder Agreement, you shall not allow ("●") or any other entity to remove the Materials from your premises without the prior written consent of Guarantor.

"Possessor" CA

4. ("●") 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 signed by all parties. This agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

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

Yours sincerely,

Rhombus Possessor Inc.

("●")

By: _____

Its: _____

Acknowledged and agreed by:

Technicolor Limited

("Facility")

By: _____

Its: _____

Film Finances Canada Ltd

By: _____

Its: _____

END OF SCHEDULES

EXECUTION PAGE TO THE COMPLETION AGREEMENT

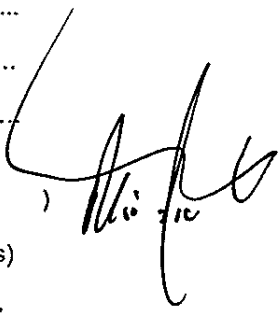
Executed as a deed on behalf of)
MARK IT EIGHT INC.)
by a director in the presence of a witness)



Witness Name Brittany Oates
Witness Address 616 Bloor St. W
Witness Occupation Office manager
Witness Signature PRO

Executed as a deed on behalf of)
RAKIJA FILMS LIMITED)
by a director in the presence of a witness)

Witness Name
Witness Address
Witness Occupation
Witness Signature



Executed as a deed on behalf of)
RHOMBUS POSSESSOR INC.)
by a director in the presence of a witness)

Witness Name Tim Marczenko
Witness Address 662 King St W
Witness Occupation Office Manager
Witness Signature

EXECUTION PAGE TO THE COMPLETION AGREEMENT

Executed as a deed on behalf of)
MARK IT EIGHT INC.)
by a director in the presence of a witness)


Witness Name

Witness Address

Witness Occupation

Witness Signature

Executed as a deed on behalf of)
RAKIJA FILMS LIMITED)
by a ~~director~~ in the presence of a witness)
an authorised signatory



Witness Name ... *SAM WILK*

Witness Address *15 Golden Square London W1F 9JE*

Witness Occupation ... *Paralegal*

Witness Signature ... *[Signature]*

Executed as a deed on behalf of)
RHOMBUS POSSESSOR INC.)
by a director in the presence of a witness)

Witness Name

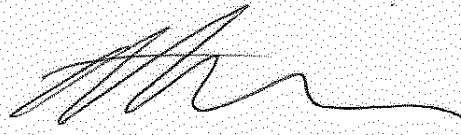
Witness Address

Witness Occupation

Witness Signature

"Possessor"
Completion Agreement

Executed as a deed on behalf of)
ROOK FILMS POSSESSOR LTD.)
by a director in the presence of a witness)



Witness Name JACQUELINE WHITE

Witness Address CIMA DERADA, DT6 6D1, UK

Witness Occupation COMPANY DIRECTOR

Witness Signature J White

Signed on behalf of **FILM FINANCES CANADA LTD**
by its duly authorised signatory

.....
Antonieta Presta
Vice-President
Business and Legal Affairs

"Possessor"
Completion Agreement

Executed as a deed on _____ behalf of _____)
ROOK FILMS POSSESSOR LTD.)
by a director in the presence of a witness)

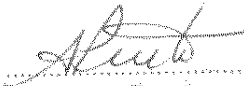
Witness Name

Witness Address

Witness Occupation

Witness Signature

Signed on behalf of **FILM FINANCES CANADA LTD**
by its duly authorised signatory


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Antonietta Presta
Vice-President
Business and Legal Affairs