DATED

FILM EQUITY INVESTMENT AGREEMENT

LEGACY OF LIES

between

MARK LAWRENCE ROBINSON

and

SILVER LINING INNOVATIVE MANAGEMENT LIMITED

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THIS AGREEMENT is dated 29 January 2018

PARTIES

(1) **MARK LAWRENCE ROBINSON** of [redacted], [redacted] (**Investor**).

(2) **SILVER LINING INNOVATIVE MANAGEMENT LTD** incorporated and registered in England and Wales with company number [redacted] whose registered office is at [redacted], [redacted] (**Producer**).

BACKGROUND

(A) The Producer intends to produce a feature film entitled Legacy of Lies" in accordance with the Budget, Film Specification and Approved Script.

(B) The Investor has agreed to advance the sum of [redacted] by way of an equity investment towards the production costs of the Film on the terms of this agreement, subject to fulfilment of the Conditions Precedent.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Account: the production account in respect of the Film in the name of the Producer, details of which the Producer shall duly provide to the Investor

Actor Agreements: the agreements with the Principal Artists, such agreements which shall be in a form approved by the Investor.

Approved Script: the shooting script attached hereto at Schedule 5 which has been produced by the Author.

Author: [redacted]

Bank: the bank being the Bank at which the Account is held.

Budget: the budget for the production of the Film in the amount of [redacted] the topsheet of which is at Annex A and any subsequent amendments to the budget which have been approved in writing by the Investor.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Collection Account: the bank account into which the Collection Agent shall pay Gross Receipts under the terms of the Collection Agreement.

Collection Agent: the collection agent, being [redacted], [redacted] [redacted] or other collection agent the selection of which shall be made by Producer but subject in to approval in writing by the Investor to the Producer .

Collection Agreement: the agreement to be entered into between the Investor, the Producer, and all other Financiers and all others receiving a share in the profits of the Film and the Collection Agent in respect of the collection, allocation and distribution of all revenues derived from the exploitation of the Film.

Completion Guarantor: the completion bond company appointed by the Producers subject to the approval of the Investor and all other Financiers of the Film.

Completion Guarantee: means an agreement between the Investor and Completion Guarantor. in which the completion Guarantor agrees to complete the Film and Work, and provide sufficient monies for that purpose or shall take over the completion and delivery of the film to any Distributors.

Conditions Precedent: the requirements set out in Schedule 1 to this Agreement.

Copyright: means the copyright and all associated rights, including intellectual property rights, of renewal, lending and hiring, subsisting in each and every part of the world in the Film and the Work.

Delivery: delivery of the Film to the Sales Agent in accordance with the provisions of the Sales Agency Agreement.

Delivery Date: means 30th December 2018

Director: [redacted].

Distribution Agreements: all or any distribution agreements made by or on behalf of the Producer in connection with rights in and to the Film and all ancillary rights and the terms of all such distribution agreements shall be approved in writing by the Investor.

Event of Default: any event of default set out in clause 5.

Film: the feature film provisionally entitled "Legacy of Lies" which expression includes the soundtrack of that film.

Film Specification: the specification set out in Schedule 3.

Finance Plan: the sources of finance for the film production a copy of which shall be provided to and approved by the Investor.

Financiers: means each entity contributing to the Budget including the Investor.

Financiers' Cashflow: the financiers' cashflow Schedule at Annex B.

Gross Receipts: gross receipts from the Film as defined in the Collection Agreement.

Individual Producers: [redacted], [redacted], [redacted], [redacted], [redacted] and the Investor.

Inducement Letters: letters from the Producer and each of the Individual Producers, save for the Investor, to the Investor in the form set out at Schedule 6.

Insurance Policies: policies of insurance in respect of the Film, with the Investor named as an additional insured, short particulars of which are set out in Schedule 4.

Investor's Security: the charge made between the Producer and the Investor, being a fixed-security interest overall rights in and to the Film including the Copyright, subject to any other securities required by banks or other financiers of the debt portion of the Finance Plan

Investment: an equity investment in the production of the Film of [redacted] to be provided by the Investor to the Producer under this Agreement subject to all deductions made by the Investor in accordance with clause 13 of this Agreement.

IPA: the inter-party agreement (if required) between all the financing partiesin relation to the Film.

Laboratory Pledgeholder's Agreement: the laboratory pledgeholder's agreement for the Film between the laboratory (the identity of which shall first be approved by the Investor), the Producer, the Investor, any other Financiers, the Completion Guarantor and the Sales Agent.

Longstop Date: 31st December 2020

Net Profits: net profits as shall be defined in the Collection Agreement.

Notices of Assignment: all notices of assignment entered into between the Producer, the Investor and any third parties whereby the benefit of all agreements the Producer enters into with third parties are assigned to the Investor from the Producer to protect the Investor's Security and such agreements shall include, but not be limited to the Distribution Agreements, the Collection Agreement are assigned to the Investor and all such notices of assignment will be in a form which has been approved by the Investor

Principal Artists: [redacted], [redacted] and the Investor (who is to play the role of "Edwards") and any other artists approved by the Investor

Production Cashflow: the production cashflow Schedule at Annex C.

Recoupment Schedule: the recoupment Schedule as shall be set out in the Collection Agreement.

Rights Documents: the chain of title documents vesting in the Producer the exclusive rights necessary to lawfully produce the Film.

Sales Agency Agreement: the agreement intended to be made between the Producer and the Sales Agent relating to the sales of the Film worldwide in all media, the terms of which shall be approved by the Investor.

Sales Agent: the sales agent who is appointed by the Investor

Sales Estimates: the sales estimates produced by the Sales Agent, a copy of which shall be provided to and approved by the Investor.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

Waiver of Moral Rights: a waiver of moral rights under the Copyright, Designs and Patents Act 1988 as amended from time to time by the Author in favour to the Producer in a form agreed by and acceptable to the Investor

Work: means the screenplay of the Film

1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.

1.3 The Schedules and annexes form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules and annexes.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.7 References to clauses, Schedules and annexes are to the clauses, Schedules and annexes of this agreement.

1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)

1.9 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.10 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.11 A reference to **writing** or **written** includes fax but not email.

1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.13 Any words following the terms **including**, **include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. INVESTMENT

2.1 Subject to the Conditions Precedent being fulfilled, and due performance by the Producer of its obligations under this agreement, the Investor will provide the Investment to the Producer to be used solely towards the financing of the production of the Film in accordance with the Budget, the Production Cashflow, Approved Script and terms of this Agreement.

2.2 The Investor shall pay the Investment, or part thereof, directly into the Account upon the Conditions Precedent being fulfilled to the complete satisfaction of the Investor and within 7 days of each written request being made by the Producer for a payment to be made towards the financing of the actors, including the Principal Artists or for any other purpose regarding the financing of the Film.

3. INVESTOR'S WARRANTIES AND INDEMNITY

3.1 The Investor hereby represents and warrants to the Producer that:

(a) the Investor has the capacity to enter into, execute and deliver this agreement and no further action will be or is necessary on the part of the Investor to make this agreement legal, valid, binding and enforceable on the Investor in accordance with the terms of this agreement;

(b) this agreement is legal, valid and binding on the Investor and enforceable in accordance with the terms hereof; and

(c) the Investor is not subject to any contract, order, judgment or decree that will (whether owing to the giving of notice, lapse of time, or both) prohibit or prevent the completion of the transactions contemplated by this agreement or the performance of its obligations under this agreement.

4. PRODUCER'S WARRANTIES, COVENANTS AND INDEMNITY

4.1 The Producer represents, warrants and covenants to the Investor on the terms set out in Schedule 2.

4.2 The Producer hereby indemnifies the Investor and agrees to keep the Investor fully indemnified at all times from and against all reasonable actions, proceedings, claims, demands, reasonable costs, awards and damages however arising or paid by or awarded against the Investor in respect of or arising directly or indirectly out of any breach or non-performance by the Producer of its covenants, undertakings, representations, warranties or obligations contained in this agreement.

5. EVENTS OF DEFAULT

5.1 The following shall each constitute an Event of Default:

(a) any order being made or any effective resolution passed or a petition presented or other steps taken for:

(i) the winding up, dissolution or liquidation of the Producer other than for the purpose of a reconstruction or amalgamation, the terms of which have previously been approved by the Investor in writing, such approval not to be unreasonably withheld or delayed;

(ii) the making of an administration order against the Producer;

(iii) a liquidator, administrator (whether appointed under the Enterprise Act 2002 or otherwise), receiver, trustee, sequestrator or similar officer being appointed, or legal proceedings or other procedures or steps being taken in relation to such appointment, in any jurisdiction in respect of all or any of the assets of the Producer, or any other steps being taken to enforce any charge or other security over any of the property of the Producer;

(iv) a distress, execution or other legal process being levied against any of the assets of the Producer and not being discharged or paid within seven days;

(v) the Producer suspending payment of its debts or being unable or deemed under any statutory provision applicable to it to be unable to pay its debts as they fall due, or otherwise becoming insolvent or announcing an intention to suspend payment of its debts or commencing negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

(vi) the Producer selling, transferring or otherwise disposing of the whole or a substantial part of its undertaking or assets, whether by a single transaction or a number of transactions, without the prior consent in writing of the Investor;

(vii) any indebtedness of the Producer becoming immediately due and payable, or capable of being declared so due and payable, before its stated maturity, by reason of default on the part of any person, or the Producer failing to discharge any indebtedness on its due date (other than a liability that the Producer shall then be contesting in good faith), or repayment of any such indebtedness being due on demand and not being paid in full forthwith on such demand being made; or

(viii) any event analogous to any of the above occurring in any other jurisdiction;

(b) the Producer ceasing, or threatening to cease, to carry on business;

(c) any necessary consent of any governmental or other regulatory body required to enable the Producer to fulfil its obligations under this agreement being withheld, withdrawn or modified in a manner that in the reasonable

opinion of the Investor is likely to prejudice the performance of the Producer's obligations under this agreement;

(d) control (having the meaning ascribed thereto by section 1124 of the Corporation Tax Act 2010) of the Producer passing without the written consent of the Investor to any person, firm or company acting either individually or in concert;

(e) any of the Rights Documents being terminated or cancelled or becoming subject to any significant litigation or being or becoming subject, in the reasonable opinion of the Investor, to a material defect;

(f) any representation or warranty made by the Producer in this agreement, in the Investor's Security or in any of the agreements specified as Conditions Precedent being incorrect in any material respect as of the date on which it is made or deemed to be made, or there being any material adverse change in the position set out in such representation or warranty;

(g) any event that is likely, in the reasonable opinion of the Investor, to have a material adverse effect on the ability of the Producer to comply with its obligations under this agreement or any other agreements to which it is a party, provided that the Producer has failed to take such remedial action as the Investor may require by notice within 14 days of receipt of such notice;

(h) a breach by the Producer or by any party thereto, as the case may be, in the performance of any of the terms of this agreement, or of the Investor's Security, or any document required as a Condition Precedent under this agreement or any security agreement referred to in the IPA, provided such breach has not been cured to the satisfaction of the Investor within five Business Days of receipt by the Producer of notice to cure it;

(i) any of those agreements being terminated or becoming unenforceable, or the Investor not having full recourse against the Completion Guarantor, or the Completion Guarantor being unable to fully remedy the breach to the satisfaction of the Investor under the Completion Guarantee;

(j) the total cost of the production of the Film exceeding the budgeted cost for a stage of the production at the relevant time as shown in the Budget and the Production Cashflow, unless the Investor is satisfied that such overcost will be recouped at a later stage of production or under the Completion Guarantee;

(k) service by the Sales Agent or any distributor of a rejection or withdrawal notice pursuant to the Sales Agency Agreement or any Distribution Agreement, unless the Investor has full recourse against the Completion Guarantor or the Completion Guarantor can fully remedy the situation to the satisfaction of the Investor under the Completion Guarantee; or

(l) the Film not being delivered to the Sales Agent in all respects in accordance with the provisions of the Sales Agency Agreement or to any distributor in

accordance with any Distribution Agreement, or production of the Film being taken over by a third party or abandoned.

5.2 If any Event of Default occurs:

(a) the Investor's obligation to provide the Investment or any balance of the Investment shall cease;

(b) the Investor's Security shall become enforceable against the Producer without further notice and subject to the terms of the Investor's Security; and

(c) the Investor shall be entitled to immediate repayment of the Investment paid to the Producer up to and including the date of such demand under this agreement.

5.3 In addition to the Investor's other rights and remedies (whether under this Agreement or otherwise but always subject to any security and takeover rights of the Guarantor), following the occurrence of any Event of Default the Investor shall have the right (but not the obligation) to take over production of the Film or to abandon production of the Film. The Investor is hereby irrevocably appointed the Producer's agent for all purposes relating to the production of the Film in the event that the Investor takes over the production of the Film.

6. RECOUPMENT

6.1 In consideration of the Investor advancing the Investment to the Producer in accordance with this agreement, the Producer shall procure:

(a) repayment to the Investor of the Investment together with a premium of [redacted] (this being a total repayment of [redacted] of the Investment) in accordance with the Recoupment Schedule and payable under the Collection Agreement by the Collection Agent; and

(b) payment to the Investor of [redacted] of 100% of Net Profits in accordance with the Recoupment Schedule.

6.2 The Producer shall irrevocably instruct all distributors under the terms of all the Distribution Agreements to pay into the Collection Account all advances and other monies arising under the Distribution Agreements.

6.3 The Producer shall enter into Notices of Assignment with all distributors under all the Distribution Agreements assigning the benefit of all the Distribution Agreements to the Collection Agent for the benefit of all financiers in and to the Film, which shall include the Investor.

6.4 The total amounts contained in clause 6.1 of this agreement shall be paid to the Investor by the Producer or via the Collection Agent and/or the Completion

Guarantor by the Longstop Date or any remaining proportions thereof which have not been paid to the Investor under the Distribution Agreements by the Longstop Date.

7. SALES ESTIMATES

The Producer confirms that the Sales Estimates remain current as at the date of this agreement and have not been changed or amended.

8. APPLICATION OF INVESTMENT

The Equity Investment will be applied by the Producer solely in connection with the production of the Film, in all respects in accordance with the provisions of the Budget and Production Cashflow.

9. SECURITY

9.1 The Investment and all other sums due to the Investor under this Agreement shall be secured by the Investor's Security.

9.2 The Producer shall execute and deliver to the Investor such financing statements and other such documents as may be reasonably required to perfect the Investor's Security.

10. INFORMATION, REPORTS AND RUSHES

10.1 The Producer shall supply to the Investor as soon as they can reasonably be prepared:

(a) detailed progress reports on the production of the Film, and the Investor will receive the same reporting as the Completion Bond company during pre-production, principal photography and post-production of the Film;

(b) as soon as available from the sales company for the Film statements of all completed sales for the Film;

(c) if not received direct, then copies on all reports from the Collection Agent within 30 days of receipt of the reports from the Collection Agent copies of all notices served on or by the Producer, the Sales Agent or any distributor under the Sales Agency Agreement or any Distribution Agreement or by the laboratory under the Laboratory Pledgeholder's Agreement immediately on receipt; and

(d) any other reasonable requested information that the Investor may reasonably request from time to time relating to the Film or the Producer.

10.2 The Investor shall be entitled to all reports made available to the Financiers and, shall also be entitled to attend the screening of the first fine cut and all subsequent cuts of

the Film provided that such attendance does not impede or delay post-production or Delivery.

11. CREDIT AND PRESS RELEASES

11.1 The Investor will be given in all cases an executive producer credit and a corporate credit and logo (such logo to be an animated logo on screen and being the logo of [redacted]) in an agreed form and position, in all cases on all prints of the Film and in all paid advertising and publicity for the Film, subject to the qualifications customary in the film industry. Other than in relation to so-called "award ads" or so-called "special advertising", whenever any other individual producer receives credit, the Investor will receive an executive producer credit and whenever any other company receives a presentation credit or production credit, the Investor will receive a presentation credit. Such credit shall be at least as large as the credits accorded to any other individual producer of the Film or any other presentation credit or production credit (as appropriate).

11.2 The Investor shall have a right of prior approval over any press releases issued by the Producer or under the Producer's control in relation to the Film. The Producer agrees to procure that the Sales Agent and any other Financiers send to the Investor for approval its first press release publicising the closing of (and that party's involvement in) the financing and sale of the Film.

12. ACCOUNTING AND AUDITING

12.1 The Producer shall maintain proper books of account and records relating to the production of the Film and shall provide the same to the Investor forthwith upon a written request for the same being made.

12.2 The Producer will upon the written request of the Investor send the Investor a duplicate of all Bank statements relating to the Account.

12.3 Without prejudice to paragraph 2(h) of Schedule 2, the Investor shall be entitled at any time at its own expense through a qualified accountant to inspect and audit all books of account and records maintained by the Producer in respect of the production and distribution of the Film and to take copies or extracts of them. In the event of any error against the Investor's interests of at least 5% the Producer shall pay the reasonable costs of such inspection or audit (excluding travel and accommodation).

13. EXPENSES

The Producer shall meet all costs, charges and expenses incurred by the Investor (including the reasonable fees and expenses of any professional advisers employed by the Investor together with any disbursements and VAT thereon) in connection with:

(a) the preparation and execution of this Agreement, the preparation and execution of all documents and agreements included within this agreement as being Conditions Precedent, the Investor's Security and the transactions contemplated by this agreement and the Investor's Security, such fees to be paid out of the Budget;

(b) the occurrence of any Event of Default;

(c) the enforcement or preservation of the Investor's rights under this Agreement, the Investor's Security or any other agreement relating to the Film to which the Investor is a party; and

(d) any re-negotiation or alteration of any documents relating to the Film which in the reasonable opinion of the Investor has any effect on the interests of the Investor under this Agreement or under the Investor's Security

and all such costs, charges and expenses incurred before the Investment is paid under this Agreement shall be deducted from the Investment by the Investor.

14. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

15. ASSIGNMENT AND OTHER DEALINGS

This agreement is personal to the parties and the Producer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the Investor. The Investor may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement without regard to any set-off, counterclaim or equities between the Investor and the Producer.

16. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. NO PARTNERSHIP OR AGENCY

18.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in this agreement.

18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19. SEVERANCE

19.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

19.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. ENTIRE AGREEMENT

20.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

20.3 Nothing in this clause shall limit or exclude any liability for fraud.

21. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

23. COUNTERPARTS

23.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

24. NOTICES

24.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to its email address.

24.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

(c) If by email then upon receipt of an acknowledgement that the email has been received

24.3 Each party shall immediately give notice to the other of any change in its address.

24.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.5 A notice given under this agreement is not valid if sent by email.

25. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

26. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 Conditions Precedent to the Investment

1. CONDITIONS PRECEDENT

This agreement and the obligation of the Investor to advance the Investment shall be conditional on the following documents (where applicable in fully executed form) having been delivered to the Investor or its representatives in a form approved by the Investor and the matters in paragraph 2 of Schedule 1 being approved in writing by the Investor:

(a) Actor Agreements

(b) Investor's Security;

(c) Sale Estimates

(d) Finance Plan

(e) evidence of the availability and the terms and conditions of the financing for the entire Budget of the Film;

(f) the Budget;

(g) the Production Cashflow;

(h) the Collection Agreement;

(i) all Distribution Agreements;

(j) the Insurance Policies

(k) the Completion Guarantee together with:

(i) evidence (which may be by means of a letter of instruction from the Producer to the Bank) that any fee due to the Completion Guarantor under the Completion Guarantee shall be paid out of, or prior to, sums initially paid by the Investor to the Producer under this agreement;

(ii) a loss payee endorsement/cut-through letter from the re-insurers of the Completion Guarantor in favour of the Investor in respect of the Completion Guarantee;

(l) all Notices of Assignment;

(m) Sales Agency Agreement;

(n) Waiver of Moral Rights to the Producer by any party owning such rights in the Film or through any assignment of rights to the Producer.

(o) evidence of the subsistence of the Insurance Policies, each policy to have the Investor named as a loss payee and additional insured for its rights and interests in relation to the Film and evidence that any fee due under that policy to insurers shall be paid before the advance of any part of the Investment;

(p) a copy of the Approved Script;

(q) the Rights Documents;

(r) the Sales Estimates;

(s) full and unfettered agreements for the services of the Principal Artists, the Director and the Individual Producers;

(t) the Inducement Letters;

(u) certified copies of all resolutions of the relevant parties to this agreement authorising the execution of the Investor's Security and such other documents required as Conditions Precedent to which the Producer is signatory as may reasonably be required by the Investor;

(v) satisfactory searches being conducted against the records of Companies House in England and Wales against the Producer in relation to its status as a company and security interests registered against the Producer which do not reveal any security interest in relation to the Film;

(w) legal opinions concerning the Producer and the Rights Documents as reasonably required by the Investor;

(x) a title and copyright report satisfactory to the Investor in all respects in both form and substance;

(y) notice of the Investor's security interest over the Account comprised in the Investor's Security duly acknowledged by the Bank.

2. WRITTEN APPROVALS

The written approval of the Investor shall be required in connection with:

(a) The addition, removal or substitution of any Principal Artists

(b) Any material amendments to the Approved Script

Schedule 2 Producer's warranties and covenants

1. PRODUCER'S REPRESENTATIONS AND WARRANTIES

The Producer hereby represents, warrants and undertakes to the Investor that:

(a) all material statements made by it in this agreement whether as to matters of fact or law are true;

(b) it is duly incorporated and validly existing and it has the necessary corporate power and authority to enter into this agreement and to perform and observe its obligations hereunder;

(c) there is no corporate document, mortgage, indenture, trust deed, contract or agreement binding on it or affecting the property thereof which would conflict with or prevent it from observing any of its obligations contained herein;

(d) this agreement, the Investor's Security and all other agreements specified as Conditions Precedent to which the Producer is a party constitute legal, valid and binding obligations of the Producer;

(e) it is not (nor with the giving of notice, lapse of time or satisfaction of any other conditions will it become) in breach of or in default under any agreement or document to which it is a party or by which it or any part of its assets may be bound which could have a material adverse effect on the business, assets or financial condition of the Producer or on its ability to perform fully its obligations under this agreement or under the Investor's Security or under any other agreement to which it is a party;

(f) there are no legal or other proceedings pending or threatened before any court, tribunal, commission or other regulatory authority and involving the Producer which will adversely affect in any material respect its financial condition or business operations taken as a whole nor is it subject to or in default with respect to any judgment, injunction or any other rule or order of any such court, tribunal, commission or other regulatory authority;

(g) no Event of Default and no event or circumstance which, but for the giving of the notice, passage of time or satisfaction of any other condition would constitute such an Event of Default, has occurred nor is continuing;

(h) the Producer and the Director shall be the sole "authors" of the Film within the meaning of section 9(2)(a) of the UK Copyright, Designs and Patents Act 1988 and shall at all material times be "qualifying persons" within the meaning of section 154 of that Act;

(i) nothing contained in the Film is or shall be obscene, libellous or defamatory or infringes or will infringe any right of copyright, trade mark, patent, design right, registered design right, moral right, performer's right, right of privacy, right of publicity or any other right whatever of any third party;

(j) it will ensure that the Insurance Policies remain in full force and effect and shall do nothing which may cause cover under the Insurance Policies to be prejudiced;

(k) the Film will be produced and delivered as diligently, expeditiously and economically as possible in accordance with the terms of this agreement, the Budget, the Financiers' Cashflow, the Production Cashflow, the Film Specification, the Approved Script, the Sales Agency Agreement, the Distribution Agreements and each other agreement relating to the Film to which the Producer is a party;

(l) the Budget is a comprehensive, informed and bona fide estimate of all expenditure likely to be incurred in the course of production and delivery of the Film;

(m) the documents required as Conditions Precedent hereunder are valid and subsisting or will become so before first advance by the Investor of any part of the Investment;

(n) there are no defects in the Rights Documents and the Producer has all rights necessary for it to produce the Film and exploit it in all media now known or hereafter invented throughout the world in perpetuity and the Producer is the sole, absolute and unencumbered legal and beneficial owner of all rights to and in the Film and all physical copies of the Film except for security interests disclosed in the IPA and subject only to the Sales Agency Agreement and the Distribution Agreements;

(o) the Producer has entered, or will enter as soon as practicable hereafter, into all agreements necessary for the production, distribution, exhibition, advertising and exploitation of the Film, and all fees and payments of whatever nature arising in connection with the foregoing required to procure the production and delivery of the Film in accordance with the Sales Agency Agreement and the Distribution Agreements have been or will be paid out of funds allocated for such purpose in the Budget prior to delivery of the Film pursuant to the Sales Agency Agreement and the Distribution Agreements;

(p) the Film will be capable of obtaining a rating certificate from the appropriate regulatory organisation for theatrical and video release no more restrictive than as set out in the Film Specification;

(q) there are no proceedings, arbitrations or claims presently in progress, pending or threatened against or relating to the Film, the Producer, any individual producers of the Film, any of the principal contributors to the Film, or the title, ownership or copyright in any of the underlying copyright works on which the Film is to be based which might adversely affect or delay the Producer's ability to produce and deliver the Film in all media now known or hereafter invented throughout the world in perpetuity;

(r) neither the Producer nor any person acting on the Producer's behalf shall enter into any agreement relating to music rights in connection with the Film unless such agreement grants to the Producer all rights with respect thereto for such media and duration as such rights are required under the Sales Agency Agreement and the Distribution Agreements. The Producer shall deliver all such agreements to the Investor for its review (but not approval) on the Investor's request;

(s) the Producer will produce the Film in accordance with the requirements of all unions and guilds having jurisdiction over the Film and all applicable laws or statutes (including in relation to tax and immigration);

(t) the Producer has not granted any security interest, in respect of the Film or otherwise, to any third party and shall not grant any security interest in respect of the Film or otherwise other than those security interests consent to by the Investor here or after execution of this Agreement, without the prior written consent of the Investor;

(u) the Producer shall obtain the prior written approval of the Investor before the Producer shall enter into any sales agency or licence agreement with a distributor in respect of the Film and immediately on the execution of any Distribution Agreement, or deal memo in respect of the same, the Producer shall procure that a copy of the same shall be provided to the Investor; and

(v) the Producer agrees that the Investor shall, at all times following the date of this agreement, have the right to disclose its involvement in the financing of the Film to third parties.

2. PRODUCER'S COVENANTS AND UNDERTAKINGS

The Producer covenants and undertakes as follows:

(a) save with the prior written consent of the Investor (such consent not to be unreasonably withheld or delayed), and subject to the security interests granted by the Producer, the Producer will not create or permit to subsist any lien (except a lien arising solely by operation of law), mortgage, charge or other encumbrance on the whole or any part of its undertaking or assets, present or future, including uncalled capital, or any contingent right on the part of any person to call for any such mortgage or charge;

(b) the Producer will inform the Investor immediately of any Event of Default or of any breach by the Producer in the performance of any term or condition of this agreement, the Investor's Security or of any breach by the Producer of any other agreement relating to the Film to which it is a party;

(c) the Producer will inform the Investor immediately of any proposed departure from the Budget or the Cashflow, and will provide the Investor with all relevant information relating thereto;

(d) prior to recoupment in full of the Investment the Producer shall not consent to any changes or variations to the Sales Agency Agreement, any of the

Distribution Agreements, or any other agreement relating to the Film to which the Producer is a party other than those consent to in writing by the Investor (such written consent not to be unreasonably withheld or delayed);

(e) the Producer undertakes to notify, or procure that the Sales Agent and each Distributor notify, the Investor immediately on completion and delivery of the Film in accordance with the Sales Agency Agreement and each relevant Distribution Agreement (as applicable);

(f) the Producer shall not disclose (other than to its professional advisers) or make public the terms of this agreement, the Investor's Security or any of the transactions contemplated by this agreement, all of which shall be and remain strictly confidential;

(g) all costs of production of the Film shall be discharged by the Producer promptly as and when they fall due, subject to the terms of the Completion Guarantee; and

(h) without prejudice to the provisions of clause 12.3 of the agreement any representative appointed by the Investor shall be permitted to examine all books, accounts and records relating to the Film on 24 hours' notice during business hours;

Schedule 3 Film Specification

Title:	Legacy of Lies
Screenplay by:	[redacted]
Underlying rights-owner:	[redacted]
Director:	[redacted]
Principal Proposed Artists (not confirmed):	[redacted], [redacted] [redacted]
Music composer:	Not yet attached
Photographic process/stock:	Digital
Aspect ratio:	Shot in 4K
Length of Film:	90 – 120 minutes (including main and end titles)
Censorship rating:	BBFC rating no more restrictive than ["18"] and MPAA rating no more restrictive than ["R"] – 15 – To be confirmed
Country of origin:	United Kingdom, Ukraine, Netherlands
Nationality of Film:	British
Individual Producer(s):	[redacted]. [redacted], [redacted]
Executive producer(s):	[redacted]
Director of photography:	[redacted]
Editor:	To be attached
Production designer:	To be attached
Costume designer:	[redacted]
Visual effects:	[redacted]
Line producer:	To be attached
Hair and make-up designer:	[redacted]
Post-production supervisor:	To be confirmed, and approval of the Investor shall be required.
Composer:	To be confirmed, and approval of the Investor shall be required.
Supervising auditors:	To be confirmed, and approval of the Investor shall be required.
Locations:	To be confirmed – Ukraine , Spain or Germany, with such location to be approved by the Investor

Schedule 4 Insurance Policies

1. Errors and Omissions insurance ([redacted] per occurrence and [redacted] in aggregate) for a minimum period of no less than three years from Delivery of the Film.

2. Cast insurance.

3. Videotape insurance.

4. Faulty camera, stock and processing insurance.

5. Special third party property damage insurance.

6. Extra expense insurance.

7. Employer's liability insurance.

8. Public liability insurance.

9. Money and personal accident and assault insurance.

Schedule 5 Approved Script

The script entitled “Legacy of Lies” written by [redacted] dated 22nd November 2017

Schedule 6 Inducement letter

From: [NAME OF INDIVIDUAL PRODUCER]
To: [NAME OF INVESTOR]
Date: [DATE]

Dear Sirs

"[NAME OF FILM]"

In order to induce you to enter into the attached Investment Agreement (**Agreement**) with [NAME OF PRODUCER] (**Producer**) in connection with the Film and in consideration of your execution and delivery thereof, I hereby:

1. Warrant that I am a director of the Producer.

2. Warrant that at all times material to the Agreement the Producer will be entitled to my services as an individual producer of the Film.

3. Warrant that the Producer is validly incorporated under the laws of England and Wales and that the Producer is and will remain entitled to enter into this agreement and is and will remain fully entitled to my services to produce the Film.

4. Subject to all the terms and conditions of this agreement agree to render all of the services herein required of me and to be bound by and duly to perform and observe each and all of the terms and conditions thereof requiring performance or observance on my part.

5. Warrant to the best of my knowledge and belief after due and careful enquiry that the agreements, undertakings and warranties given to you by the Producer under this agreement are true and accurate.

6. Agree to render my services as an individual producer of the Film in accordance with the agreement I have entered into with the Producer to the best of my ability and to perform and observe such of the terms of this agreement as are applicable to me and to procure that the Producer perform its obligations under this agreement.

7. Undertake that no breach by the Producer of any of its obligations to me shall constitute or be deemed to constitute a breach by you under this agreement and accordingly undertake notwithstanding any such breach by the Producer to continue to fulfil all my obligations hereunder if and so long as you fulfil your obligations to the Producer.

8. Undertake to do, and to procure that all other signatories of the Producer do, all such further acts, deeds and things and execute all such further deeds documents and instruments from time to time necessary to vest in or further assure to you all the

rights granted and assigned or which the Producer agrees to grant or assign to you under this agreement and for the enforcement of the same.

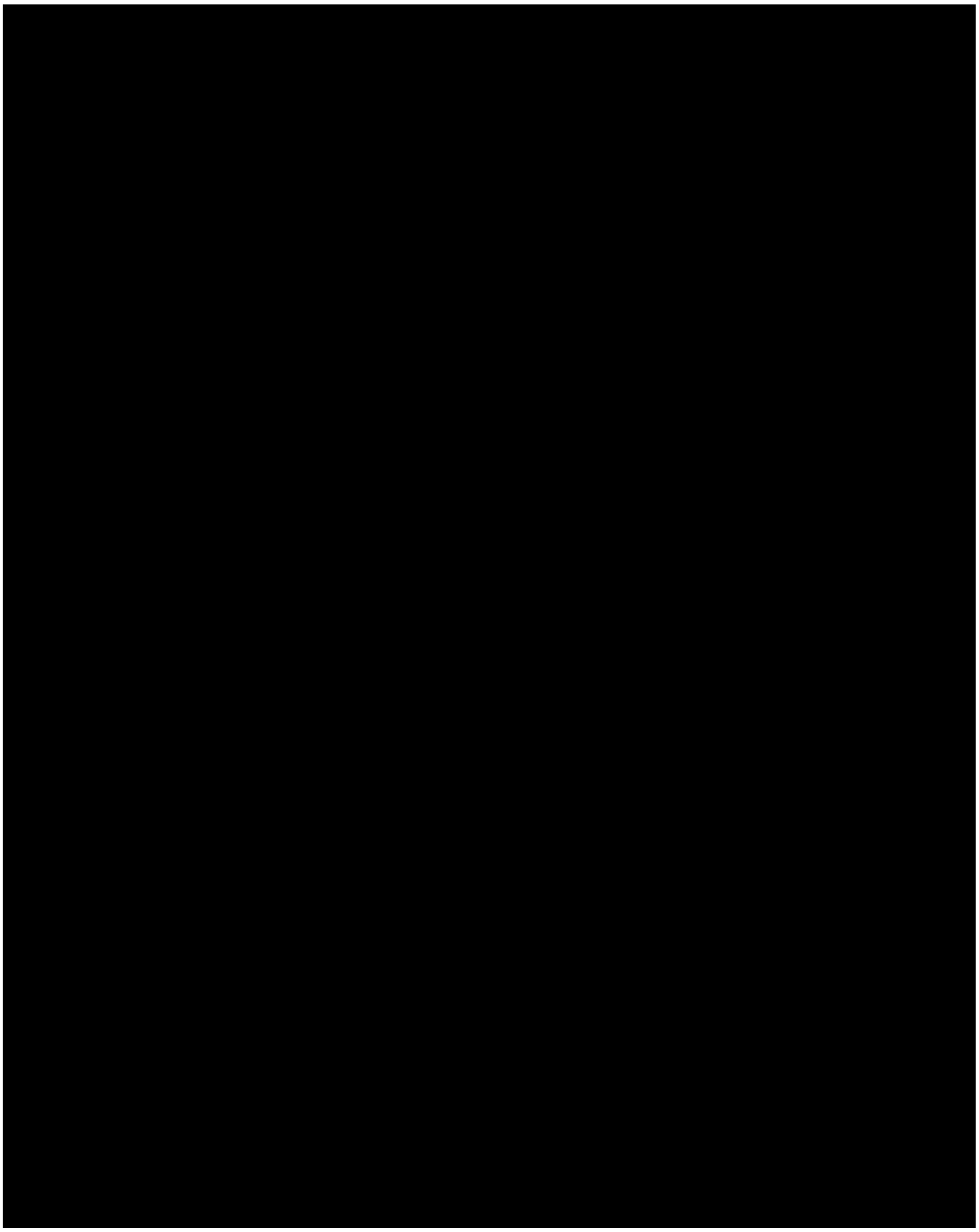
.....

[NAME OF INDIVIDUAL PRODUCER]

I hereby acknowledge receipt and accept the contents of this letter.

Date .....

Annex A. BUDGET TOPSHEET



Annex B. FINANCIERS' CASHFLOW



Annex C. PRODUCTION CASHFLOW



This agreement has been entered into on the date stated at the beginning of it.

Signed by Mark Lawrence Robinson



Signed by [redacted]
for and on behalf of Silver Lining
Innovative Management Limited