

Screen NSW Slate Development Loan Agreement

Screen NSW

[Applicant Company]

Table of contents

Schedule	2
Parties	4
Background	4
IT IS AGREED	4
1 INTERPRETATION	4
2 LOAN AND PURPOSE	7
3 CONDITIONS PRECEDENT	8
4 PROVISION OF ADVANCES AND REPORTS	8
5 SECURITY AND ASSIGNMENT	8
6 DEFAULT INTEREST; REDRAW OF LOAN	9
7 FEES	9
8 REPAYMENT	10
9 REPRESENTATIONS AND WARRANTIES	10
10 UNDERTAKINGS	11
11 CREDITS	12
12 EVENTS OF DEFAULT	12
13 APPLICATION OF MONEY	13
14 COSTS AND EXPENSES	14
15 GUARANTEE AND INDEMNITY	14
16. CONSENTS	14
17 GST	14
18 NOTICES	15
19 FURTHER ASSURANCE	15
20 ASSIGNMENT	15
21 RELATIONSHIP	15
22 WHOLE AGREEMENT	16
23 WAIVER	16
24 COUNTERPARTS	16
25 GOVERNING LAW	16
26 SEVERANCE	17
Execution and date	18

Schedule

Item 1	Applicant Company
---------------	--------------------------

Name:

ABN:

Street Address:

Contact Person:

Phone No.

Email address:

Applicant Principals

Item 2	Minimum Slate
---------------	----------------------

Slate project 1:

Slate project 2:

Slate project 3:

Item 3	Loan
---------------	-------------

Principal Amount of the Loan: \$80,000 (together with any additional amount of \$15,000 as specified in clause 6.3 if applicable).

Drawdown Date: \$80,000 within (14) business days of execution of this agreement

Repayment Date(s): On or before commencement of principal photography of each of the first three Repayment Projects **and**, in any event, no later than a date which is five years from the date of this Agreement.

Repayment Amount: Minimum 30% of the outstanding balance of the Loan as at commencement of principal photography of each Repayment Project, with the intent that the Loan will be fully repaid at the earlier of:

- . commencement of principal photography of the third Repayment Project; or
- . a date which is five years from the date of this Agreement.

Item 4 Purpose of Loan

Loan funds will be used for:

Item 5 Default Interest Rate

Default Interest Rate 90 day Bank Bill Swap Rate plus 2%

Item 6 Report

Report Report in substantially the same form as Annexure A 'Statement Of Benefit' to be provided within 12 months of the date of this Agreement and updated annually.

Item 7 Chain of Title Agreements

Chain of Title (List Attached - Annexure C)

Chain of Title Opinion

Company Extract for Applicant Company

PPSR Searches for Applicant Company

Applicant Principal's Undertaking

Item 8 Screen NSW Credit

Credit Supported with assistance from Screen NSW or
[Applicant Company] acknowledges the support of Screen NSW
[Screen NSW logo]

Parties

Screen NSW, a branch of the NSW Department of Trade and Investment, Regional Infrastructure and Services for and on behalf of the Crown in right of the State of NSW (ABN 72 189 919 072) with its principal office at Level 5, 323 Castlereagh Street, Sydney in the State of New South Wales, 2000 (Screen NSW);

The Applicant Company specified in Item 1 of the Schedule of the address specified in Item 1 of the Schedule (Applicant)

Background

- A The Applicant has requested that Screen NSW make the Loan available to the Applicant for the purpose set out in Item 4 of the Schedule.
- B Screen NSW has agreed to the request of the Applicant subject to the Applicant entering into this Agreement and otherwise on the terms and conditions contained in this Agreement.

IT IS AGREED

1 INTERPRETATION

- 1.1 In this Agreement, unless the context requires otherwise:

Advance means an instalment of any part of the Loan provided under clause 4.1.

Agreement means this agreement.

Applicant Principals means the person or persons named in Item 1 of the Schedule.

Chain of Title Opinion means the opinion referred to in clause 5.3 and Item 7 of the Schedule evidencing the Applicant's interest in the Development Materials.

Chain of Title Agreements means the chain of title agreements provided by the Applicant at the time of application and any other documentation required by Screen NSW to support the Applicant's interest in the Development Materials.

Conditions Precedent means each of the conditions precedent specified in clause 3.1.

Default Interest Rate means the default interest rate specified in Item 5 of the Schedule.

Development Materials means any and all treatments, scripts, screenplays, drafts, any other related materials of any kind commissioned, created or contributed by Applicant in respect of each project comprising the Minimum Slate.

Drawdown Date means the scheduled date for drawdown of an Advance as set out in the Schedule.

Event of Default means any of the events, omissions or occurrences specified in clause 12.1.

Minimum Slate means the projects specified in Item 2 of the Schedule.

Force Majeure means a matter or thing beyond the control of the parties to this Agreement including but not limited to fire, earthquake, flood, epidemic, accident, explosion, riot, civil disturbance, terrorist act, embargo, war or act of God.

GST means any goods and service tax under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any associated legislation or regulations.

Loan means the amount specified in Item 3 of the Schedule being the sum of AUD\$80,000 which includes any redrawn amount plus any additional amount of \$15,000 specified in clause 6.3 if applicable.

Outstanding Loan means at any time the aggregate of the following which are owing and unpaid:

- (a) all Advances;
- (b) unpaid interest;
- (c) any other money in respect of which the Applicant may at any time be indebted or liable to Screen NSW under this Agreement including pursuant to clause 6.3;
- (d) any money which Screen NSW may reasonably pay or liability which Screen NSW may reasonably incur (whether paid or not) pursuant to or in the exercise or protection of Screen NSW' rights and powers under this Agreement following an Event of Default.

Personal Property Securities Register has the same meaning as in the *Personal Property Securities Act 2009 (Cth)*.

PPSR Searches means a Grantor Search Certificate from the Personal Properties Securities Register for:

- (a) Applicant's name;
- (b) Applicant's Australian Company Number (ACN); and

(c) Applicant's Australian Business Number (ABN).

Principal's Undertaking means the undertaking provided by each of the principal(s) of the Applicant in the form set out in Annexure B

Repayment Amount means the amount specified in Item 3 of the Schedule.

Repayment Date means the date specified in Item 3 of the Schedule.

Repayment Project means each cinematograph film produced by the Applicant or any of the Applicant Principals after the date of this Agreement, whether or not those cinematograph films comprise the Minimum Slate, and including cinematograph films that the Applicant produces or any of the Applicant Principals produce (or work on in any significant capacity) in a fee for service capacity.

Report means the report requirements detailed in Item 6 of the Schedule.

Schedule means the summary of the terms of the Loan described as the Schedule forming part of this Agreement.

Security means the share of all right title and interest including copyright in the Development Materials for each of the projects comprising the Minimum Slate that has been assigned to Screen NSW pursuant to this Agreement.

Security Interest means a mortgage, charge, pledge, encumbrance, or other security interest securing any obligation of any person or any other agreement, notice or arrangement having a similar effect including a "Security Interest" within the meaning of the Personal Property Securities Act 2009 (Cth).

Stamp Duty means the amount of stamp duty payable on this Agreement as calculated by the Office of State Revenue or related body in accordance with applicable law.

Tax or Taxes means any tax or charge levied or imposed by any governmental agency

In the interpretation of this Agreement, unless the context requires otherwise:

- (a) clause headings will be disregarded;
- (b) words importing the singular include the plural and vice versa;
- (c) where a word or phrase is given a defined meaning, its other grammatical forms have a corresponding meaning;
- (d) the word 'person' includes a natural person, the estate of a natural person, a company, a government, statutory or other authority, an association or joint venture (incorporated or unincorporated), a partnership and a trust;
- (e) a reference to any person or to any party includes that person's or party's executors, administrators, successors or permitted assigns (including any person taking by way of novation);

- (f) references to any statute or statutory provision includes that statute and statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
- (g) references to any party, clause, Schedule, Exhibit or Annexure are references to a party, clause, schedule, Schedule, exhibit or annexure of or to this Agreement and a reference to this Agreement includes the Schedule and any and all schedules, exhibits and annexures;
- (h) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) as all parties have had the benefit of legal advice concerning this Agreement, no regard will be taken of the party responsible for drafting the Agreement;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to dollars or \$ is a reference to Australian dollars unless the currency of another country is specified;
- (l) an obligation or a liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;
- (m) all warranties shall, during the term of this Agreement, have the force and effect of conditions; and
- (n) all warranties, representations and undertakings shall survive completion of this Agreement.

2 LOAN AND PURPOSE

- 2.1 Subject to the terms of this Agreement, Screen NSW agrees to make available to the Applicant the Loan.
- 2.2 The Loan is to be used solely for the Purpose of the Loan set out in Item 4 of the Schedule and in accordance with the provisions of this Agreement and not for any other purpose.
- 2.3 The Applicant acknowledges that until repayment of the Outstanding Loan, neither it nor any of the Applicant Principals will be entitled to apply for development funding from any Screen NSW funding program, other than the Aurora program or any other development program that Screen NSW may introduce that is specifically open to recipients of Slate Loans. This does not affect the capacity of the Applicant or any of the Applicant Principals to apply for funding from other Screen NSW funding programs, including for production finance.

3 CONDITIONS PRECEDENT

3.1 Screen NSW's obligation to provide the Loan to the Applicant is subject to and conditional on satisfaction of each of the following Conditions Precedent:

- (a) that the agreements, warranties, representations and undertakings of the Applicant in this Agreement and of the Applicant Principals in the Applicant Principal's Undertaking and in the loan application (as applicable) are true and correct;
- (b) that Screen NSW has received the Security in a form satisfactory to Screen NSW and the documents listed in Item 7 of the Schedule; and
- (c) that no Event of Default is subsisting and that neither the Applicant nor any of the Applicant Principals are in default of any agreement in relation to any other matter between it and Screen NSW (and which includes agreements amongst it, Screen NSW and third parties).

3.2 If Screen NSW makes an Advance when a Condition Precedent is not satisfied, the Applicant remains obliged to satisfy that Condition Precedent. Screen NSW is not obliged to make any further Advance until all Conditions Precedent are satisfied.

3.3 The Conditions Precedent are for the sole benefit of Screen NSW and may be waived at its discretion only by notice to the Applicant.

3.4 If a Condition Precedent has not been met or waived and Screen NSW has made no Advance under this Agreement within six (6) months from the date of this Agreement, Screen NSW may terminate this Agreement in its absolute discretion by notice to the Applicant.

4 PROVISION OF ADVANCES AND REPORTS

4.1 Subject to clause 3, Screen NSW will provide the Loan by way of an Advance in accordance with the drawdown schedule set out in the Schedule on the relevant Drawdown Date.

4.2 The Applicant must use or ensure that all Advances are used solely for the Purpose of the Loan.

4.3 The Applicant must provide each Report in accordance with Item 6 of the Schedule and must meet with Screen NSW representatives at least once in each twelve month period following the first Advance and until repayment of the Outstanding Loan, to review the benefit of the Loan to the Applicant's business.

5 SECURITY AND ASSIGNMENT

5.1 The Loan is secured by the assignment to Screen NSW of a share of the copyright owned by the Applicant in each of the projects comprising the Minimum Slate.

- 5.2 By way of continuing security for the performance and discharge of the Applicant's obligations under this Agreement, and subject to the proviso for re-assignment in clause 8.3 below, the Applicant hereby assigns absolutely to Screen NSW (where relevant by way of present assignment of present and future copyright) ten per cent (10%) of all its right, title and interest (both present and future, vested and contingent, statutory and otherwise) in and to the entire copyright and all other rights throughout the universe in the Development Materials for each project comprising the Minimum Slate, and all sketches and designs thereof and all those of its rights in relation to the underlying rights and materials (including any literary or dramatic work) on which the Development Materials are based and to hold the same throughout the world for the full period of copyright (or other rights) in the same wherever subsisting or acquired and all renewals and extensions thereof.
- 5.3 The Applicant must obtain an opinion in a form approved by Screen NSW from solicitors qualified in Screen NSW's opinion to give such an opinion, on the effectiveness of the assignments described in clause 5.2 and that the Applicant is able to give the warranties in clause 9.

6 DEFAULT INTEREST; REDRAW OF LOAN

- 6.1 If the Applicant fails to repay any part of the Outstanding Loan by any Repayment Date or at any other time when due according to this Agreement, then the Applicant must pay to Screen NSW, interest on the Outstanding Loan at the Default Interest Rate, calculated from the Drawdown Date up until the Outstanding Loan is repaid in full.
- 6.2 Interest payable under clause 6.1 will be calculated at the Default Interest Rate on a daily basis.
- 6.3 If the Applicant pays Screen NSW one Repayment Amount during the period ending 12 months from the date of the drawdown of the Loan and the Applicant has in that period commenced production in NSW of at least one Repayment Project, the Applicant will be entitled to redraw an amount equal to the amount of that Repayment Amount together with an additional amount of \$15,000. This entitlement is only applicable to the first Repayment Amount and must be redrawn within three (3) months of the first Repayment Date. The redrawn amount and the additional amount of \$15,000 will form part of the Outstanding Loan.
- 6.4 Interest which becomes payable under this Agreement and is not paid on the due date may be capitalised by Screen NSW and the Applicant must pay interest upon such capitalised interest in accordance with this Agreement.

7 FEES

- 7.1 The Applicant must pay any Stamp Duty arising under this Agreement from the Applicant's own funds.

8 REPAYMENT

- 8.1 The Outstanding Loan must be repaid by the Applicant (or the Applicant Principals of the Applicant to the extent the Principal's Undertaking applies) to Screen NSW in full by payment of the applicable Repayment Amounts on the applicable Repayment Dates without any deduction whatsoever on account of any present or future income tax, withholding tax, other tax, or any other deduction of any kind, subject to clause 17. To the extent that any of the Applicant or any of its Applicant Principals pays a Repayment Amount, the Outstanding Loan will be reduced by the amount of that Repayment Amount.
- 8.2 If, after receipt of any payment of, or proceeds applied to the payment of, all or any part of the Outstanding Loan, Screen NSW is compelled to surrender such payment or proceeds then the Outstanding Loan intended to be satisfied is accordingly unsatisfied and this Agreement will continue in full force as if such payment or proceeds had not been received by Screen NSW. The Applicant must pay to Screen NSW, and indemnifies Screen NSW for, the amount of such payment or proceeds. The provisions of this clause survive the termination of this Agreement.
- 8.3 Screen NSW undertakes that it will, at the request and expense of the Applicant on or following repayment of the applicable Repayment Amounts on the applicable Repayment Dates, promptly release the Security and reassign to the Applicant any or all of the Security at the Applicant's cost by completing and delivering to the Applicant the assignment set out in Annexure D of this Agreement. Without limitation to the foregoing, Screen NSW shall release and reassign to the Applicant the Security for that project forming part of the Minimum Slate for which a Repayment Amount is received upon commencement of principal photography of the relevant project forming part of the Minimum Slate.

9 REPRESENTATIONS AND WARRANTIES

- 9.1 The Applicant represents and warrants to Screen NSW that:
- (a) it has the power to enter into and perform its obligations under this Agreement;
 - (b) it has taken all necessary corporate action to authorise the entry into and performance of this Agreement to which it is a party and to carry out the transactions contemplated by this Agreement;
 - (c) this Agreement is a valid and binding obligation enforceable in accordance with its terms;
 - (d) the Applicant owns or has an exclusive right to acquire the necessary underlying rights in the Development Materials for the purposes of this Agreement;
 - (e) it has obtained and delivered to Screen NSW prior to the date of this Agreement any and all consents necessary to give full effect to the terms of this Agreement and that no other person's approval or consent is required

to give full effect to the terms of this Agreement including without limitation the assignment in clause 5.2;

- (f) the Development Materials are vested in the Applicant free from any Security Interest other than approved in writing by Screen NSW;
- (g) the Chain of Title Agreements are true, complete and in full force and effect and have not been varied or amended in any way (other than as disclosed therein);
- (h) each representation and warranty made by it in this Agreement is true or, if not yet made, will be true when made by it;
- (i) its payment obligations under this Agreement rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally;
- (j) it has not relied upon any statement made by or on behalf of Screen NSW, but has determined to enter into this Agreement solely upon its own assessment after having obtained advice from its own advisers.

9.2 The Applicant indemnifies Screen NSW and will keep Screen NSW fully indemnified at all times from and against all actions, proceedings, claims, demands, costs (including, without prejudice to the generality of this provision, legal costs of Screen NSW on a solicitor and own client basis), awards and damages however arising or paid by or awarded against Screen NSW arising out of any actual breach or non-performance by the Applicant of its obligations under this Agreement., and in respect of the protection and enforcement of Screen NSW's rights pursuant to this Agreement.

9.3 The representations and warranties contained in clause 9.1 are deemed repeated by the Applicant on each date that an Advance is paid by Screen NSW and at the end of each month until the Outstanding Loan is repaid in full.

9.3 The Applicant acknowledges that Screen NSW has entered into this Agreement and in reliance on the representations and warranties contained in this clause 9.

10 UNDERTAKINGS

10.1 The Applicant undertakes to Screen NSW that:

- (a) it will perform its obligations under this Agreement in a proper and diligent manner;
- (b) it will provide each Report when due;
- (c) it will notify Screen NSW as soon as it becomes aware of any Event of Default or that an Event of Default is likely to occur;

- (d) it will not create or allow to exist a Security Interest over its assets without the prior consent of Screen NSW;
- (e) the Applicant will not enter into any agreement that is inconsistent with the provisions of this Agreement without the prior consent of Screen NSW;
- (f) it will maintain proper books of account and records and it will permit Screen NSW and Screen NSW's nominees to inspect those books and records and all other documents relating to the business of the Applicant in respect of this Agreement on reasonable notice during normal business hours;
- (g) it will do all things necessary to ensure that no Event of Default occurs;
- (h) it will comply with the Corporations Act 2001; and
- (i) it will notify Screen NSW immediately of any event or change in the Applicant's circumstances, the effect of which would or may render any representation, warranty or undertaking made in this Agreement untrue or incorrect in any respect.

11 CREDITS

The Applicant must give Screen NSW a credit in each cinematograph film and in related advertising and publicity materials for that film (subject to customary exclusions) that is made after the date of this Agreement and until the repayment of the Outstanding Loan in the form set out in Item 8 acknowledging the support provided to the Applicant by way of the Loan or as otherwise agreed by Screen NSW.

12 EVENTS OF DEFAULT

12.1 Each of the following is an Event of Default under this Agreement:

- (a) any representation, warranty or statement by or on behalf of the Applicant in this Agreement or in a document provided under or in connection with this Agreement is not true in a material respect or is misleading when made or repeated;
- (b) the Applicant defaults in the performance of any material term, condition, obligation or undertaking to be performed or observed by the Applicant under this Agreement;
- (c) the appointment of a liquidator, provisional liquidator, receiver, receiver and manager, controller, administrator, trustee or similar officer over all or any part of the assets or undertaking of the Applicant or any subsidiary or holding company of the Applicant;
- (d) ownership or board control of the Applicant changes in any material respect after the date of this Agreement without the prior written consent of Screen NSW such consent not to be unreasonably withheld.

If, in Screen NSW's sole opinion, an Event of Default notified to it by the Applicant is capable of rectification by the Applicant, Screen NSW will first give the Applicant prior written notice requiring the Event of Default to be rectified within seven (7) days.

12.2 In addition to any other rights provided by law or under this Agreement, at any time after the occurrence of an Event of Default on the Applicant's failure to rectify an Event of Default in the time required, Screen NSW may do all or any of the following:

- (a) without notice to the Applicant, charge interest on the Outstanding Loan for the current and each subsequent interest period at the Default Interest Rate until the Outstanding Loan is paid in full;
- (b) by notice to the Applicant, cancel the undrawn portion of the Loan;
- (c) by notice to the Applicant, declare the Outstanding Loan immediately due and payable and, despite any other term of this Agreement, the Applicant must immediately repay the whole of the Outstanding Loan; and
- (d) recover against the Applicant all reasonable costs or fees payable by Screen NSW to its solicitors and/or other representatives for each follow up, recovery, collection or enforcement action taken by Screen NSW in relation to any money payable to Screen NSW or by the Applicant and overdue under this Agreement or any other document collateral to this Agreement and such costs and expenses shall form part of the Outstanding Loan.

13 APPLICATION OF MONEY

13.1 All money received by Screen NSW from the Applicant or in the enforcement of this Agreement, will be applied in the following order and manner:

- (a) firstly, in payment of all direct out-of-pocket costs, charges and expenses incurred in or incidental to the exercise or performance of any of the powers or authorities conferred on Screen NSW by this Agreement or otherwise arising in relation to this Agreement;
- (b) secondly, in or towards payment to Screen NSW of interest on the Outstanding Loan including, without limitation, interest calculated at the Default Interest Rate; and
- (c) thirdly, in or towards repayment to Screen NSW of the remainder of the Outstanding Loan.

13.2 The Applicant acknowledges and agrees that:

- (a) nothing contained in this Agreement shall operate to merge, extinguish, postpone, lessen or otherwise prejudice any other obligation or security from time to time binding the Applicant in favour of Screen NSW and all other securities and obligations shall be deemed collateral to this Agreement; and

- (b) neither this Agreement, nor any security collateral to this Agreement shall be affected by any judgment or order obtained by Screen NSW against the Applicant and any such judgment or order shall be deemed to be collateral to this Agreement.

14 COSTS AND EXPENSES

- 14.1 The Applicant shall pay all Stamp Duty and transaction, registration and similar taxes (including, without limitation, fines and penalties) which may be payable as required by law in relation to the execution, delivery, performance and enforcement of this Agreement.
- 14.2 The Applicants indemnify Screen NSW from any loss, liability, damage, cost and expense incurred by Screen NSW arising out of any breach of this Agreement by the Applicant including any liability resulting from delay or omission to pay any of the taxes or duties referred to in clause 0.
- 14.3 Each party shall bear its own costs incurred in connection with the preparation of this Agreement.

15 INTENTIONALLY DELETED

16 CONSENTS

Except where expressly stated, Screen NSW may give or withhold approvals and consents, conditionally give approvals and consents, form opinions and exercise its rights, powers and remedies at its reasonable discretion but will do so within three (3) business days of receiving a written request for its approval or consent from the Applicant.

17 GST

- 17.1 The parties agree that any and all amounts and other consideration referred to in this Agreement are exclusive of any GST.
- 17.2 Subject to clause 17.3, if any GST is imposed on any supply made under this Agreement, then the supplier of the supply may collect from the recipient, in addition to any consideration due for the supply ('Consideration'), the GST imposed on the supply calculated by multiplying the amount or value of the Consideration for the supply by the GST tax rate prevailing as at the date the supply is made.
- 17.3 Clause 17.2 will only apply, if the supplier has delivered to the recipient:
 - (a) a valid GST tax invoice; or
 - (b) in the case of a continuing supply or the payment of Consideration in instalments, valid tax invoices,

for that supply in a form that complies with the requirements of the GST Act.

- 17.4 If the recipient is required to pay an additional amount for GST pursuant to this clause, the recipient will pay the increased amount in the same manner and at the same time as the Consideration.

18 NOTICES

Any notice under this Agreement:

- (a) will be in writing and signed by the sender;
- (b) will be addressed to the party at the address specified at the beginning of this Agreement (or the last subsequently notified address);
- (c) will be considered as given under this Agreement:
 - (i) in the case of hand delivery, when delivered to the recipient's address;
 - (ii) in the case of registered mail, on the 3rd day after the date of posting;

but, if delivery or receipt is after 4pm (on recipient's time) or not on a business day (in the state/place where it is received), the notice shall be considered as given on the next business day in the location of the recipient.

19 FURTHER ASSURANCE

Each party will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by any other party to give effect to this Agreement and the transactions contemplated by it.

20 ASSIGNMENT

The Applicant may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Screen NSW. Screen NSW may assign or transfer all or any of its rights or obligations under this Agreement at any time provided that the assignee accepts (and is obliged to perform) all of the obligations and undertakings of Screen NSW under this Agreement. Screen NSW will give notice of any such assignment provided that failure to do so shall not be a breach of this Agreement.

21 RELATIONSHIP

Nothing contained or implied in this Agreement makes a party the partner, agent or legal representative of another party for any purpose or creates any partnership,

agency or trust, and no party has any authority to bind another party in any way, other than as set out in this Agreement.

22 WHOLE AGREEMENT

22.1 This Agreement comprises the entire agreement between the parties in relation to its subject matter and no earlier agreement, understanding or representation, whether oral or in writing, in relation to any matter dealt with in this Agreement will have any effect from the date of this Agreement.

22.2 This Agreement may only be amended in writing in a further document signed by the parties.

23 WAIVER

23.1 The failure of any party at any time or times to require performance by any other party of any obligation under this Agreement will in no way affect the right of such party to require performance of that or any other obligation under this Agreement.

23.2 Any waiver by any party of any breach of this Agreement will not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any other right under this Agreement.

23.3 Any waiver or consent given by any party under this Agreement will only be effective and binding on that party if it is given or confirmed in writing by that party.

24 COUNTERPARTS

24.1 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts.

24.2 Each counterpart constitutes an original of this Agreement and together the counterparts constitute one agreement.

25 GOVERNING LAW

25.1 This Agreement is governed by and will be construed in accordance with the laws of New South Wales.

25.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating in any way to this Agreement.

26 SEVERANCE

In the event of any clause or any part of a clause of this Agreement being invalid, illegal, unlawful or otherwise incapable of enforcement, that clause or part of a clause shall be deemed to be severed from this Agreement and to be of no force and effect. All other clauses and parts of clauses shall nevertheless prevail and shall remain in full force and effect and no clause or part of a clause shall be construed to be dependent on any other clause or part of a clause unless stated in this Agreement.

Execution and date

Executed as an agreement.

Date:

EXECUTED for and on behalf of **SCREEN NSW** acting through the Department by its authorised signatory but not so as to incur personal liability :

.....
Signature of witness

.....
Chief Executive

.....
Name of witness (print)

.....
Name of Chief Executive

EXECUTED by **[APPLICANT COMPANY PTY LIMITED]** in accordance with Section 127(1) of the Corporations Act 2001 in the presence of:

.....
Signature of director

.....
Signature of director/company secretary

.....
Name of director (print)

.....
Name of director/company secretary (print)

ANNEXURE A

REPORT TEMPLATE

STATEMENT OF BENEFIT BY THE APPLICANT

PERIOD	[Year]	
BENEFIT TO APPLICANT BUSINESS		
JOBS CREATED IN NSW	CREATIVE	
	CREW	
	CAST	
NSW SPEND	TOTAL	\$
	REGIONAL	\$

ANNEXURE B

APPLICANT PRINCIPAL'S UNDERTAKING

(TO BE COMPLETED BY EACH OF THE APPLICANT PRINCIPALS)

Dated : As of the date of the Agreement

Screen NSW

Dear [Chief Executive]

SLATE LOAN - PRINCIPAL'S UNDERTAKING

I refer to a loan agreement proposed to be entered into on or about the date of this letter agreement **Screen NSW** ('you' or 'your') and **Applicant Company Pty Limited ('the Applicant')** in respect of a Loan to the Applicant on the terms and conditions specified in the agreement ('the Agreement'). Unless otherwise stated, terms used in this letter agreement are as defined in the Agreement.

As a material inducement to you to enter into the Agreement and for other good and valuable consideration in the amount of \$10.00 (the receipt and adequacy of which is acknowledged by me) and in consideration of your execution and delivery of the Agreement, I warrant, represent and undertake to you that:

1. I am a principal of the Applicant in the capacity of [director/other];
2. I have read and understand the terms and effect of the Agreement and I consent to and ratify the execution and delivery by the Applicant to you of the Agreement.
3. The Applicant has the full right, power and authority to enter into the Agreement.
4. I undertake that in the event I produce, (or work in any significant capacity in a fee for service capacity) any Repayment Project in which the Applicant is not involved, I will repay the applicable Repayment Amount in accordance with clause 8 of the Agreement.

5. I acknowledge that until repayment of the Outstanding Loan neither I nor the Applicant will be entitled to apply for development funding from any Screen NSW funding program, other than the Aurora program or any other development program that Screen NSW may introduce that is specifically open to recipients of Slate Loans.
6. I will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by you to give effect to this letter agreement and the transactions contemplated by it.
7. This letter agreement continues to operate despite the termination, for any reason, of the Agreement or the cessation, for any reason, of my role as a principal of the Applicant.

Yours sincerely,

.....

Principal of the Applicant

Acknowledged and agreed for and on behalf of

Screen NSW

.....

Authorised Representative

ANNEXURE C

CHAIN OF TITLE DOCUMENTS LISTING

Item 5 Minimum Slate

Slate project 1:

Slate project 2:

Slate project 3:

2. ASSIGNMENT

- 2.1** Screen NSW hereby assigns the Film Security to Applicant Company throughout the world, in perpetuity.
- 2.2** Screen NSW agrees that this Deed constitutes the assignment of all of Screen NSW's right, title and interest (including copyright) in and to the Film Security to Applicant Company throughout the world in perpetuity.

3. WARRANTIES

3.1 Screen NSW warrants that:

- (a) it has the right and power to enter into and fully perform this Deed; and
- (b) it has not granted any third party interest (including any Security Interest) in or to the Film Security,

4. AGREEMENT

The parties agree that except to the extent of the reassignment in clause 2 of this Deed the Agreement shall remain in full force and effect and the parties severally agree to remain bound by the Agreement.

5. GENERAL

- 5.1** This Deed constitutes the entire agreement between the parties relating to the matters set out in this Deed and cannot be altered except in writing signed by both parties.
- 4.2** This Deed will be governed by and construed in accordance with the laws of New South Wales and the parties hereby submit to the exclusive jurisdiction of the courts of New South Wales.

EXECUTED as a deed

EXECUTED for and on behalf of **SCREEN NSW** acting through the Department by its authorised signatory but not so as to incur personal liability :

.....
Signature of Witness

.....
Chief Executive

.....
Name of Witness (print)

.....
Name of Chief Executive

EXECUTED by [**APPLICANT COMPANY PTY LIMITED**] in accordance with Section 127(1) of the Corporations Act 2001 in the presence of:

.....
Signature of Director

.....
Signature of Director/Company Secretary

.....
Name of Director (print)

.....
Name of Director/Company Secretary (print)