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CHFP025

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Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

COMPANIES FORM No. 395

7 20 513 / 208

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

06728877

Name of company

* BIG SCREEN PRODUCTIONS 10 LIMITED ("**Chargor**")

Date of creation of the charge

30 June 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Deed of Security Assignment and Charge ("**Deed**") in respect of the feature film provisionally entitled "The A-Team".

Amount secured by the mortgage or charge

To perform and discharge when due all Chargor's obligations under the Loan Agreement and to repay the Debt when due to the Chargee in accordance with the terms and provisions of the Loan Agreement and the Deed (the "**Secured Obligations**.")

(All capitalised terms used but not defined herein have the meaning assigned to them in Annex 1 attached.)

Names and addresses of the mortgagees or persons entitled to the charge

TWENTIETH CENTURY FOX FILM CORPORATION of P.O. Box 900, Beverly Hills, California 90213-0900, USA ("**Chargee**").

Postcode

Presentor's name address and reference (if any):

Wiggin LLP
95 The Promenade
Cheltenham
Gloucestershire

GL50 1WG

Time critical reference

30/07

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY

AWM4BBDV

A24 08/07/2009 19

COMPANIES HOUSE

1256157

Short particulars of all the property mortgaged or charged

(Please see continuation sheet)

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed Wiggin LLP Date 7 July 2009

On behalf of XXXXXXX XXXXXXXX/chargee] †

† delete as appropriate

Notes

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.

3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;

(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or

(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House.**

6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

COMPANIES FORM No. 395 (Cont.)

Particulars of a mortgage or charge

(continued)

Continuation Sheet 1

to Form No 395

Page 1

Name of Company: BIG SCREEN PRODUCTIONS 10 LIMITED

Company Number: 06728877

1 Security Assignment

The Chargor, by way of continuing security for the performance of the Secured Obligation, assigns to the Chargee with full title guarantee subject to the proviso for re-assignment in Clause 10 of the Deed, all of its right, title and interest (if any) both present and future, vested and contingent, statutory and otherwise, in and to the following in relation to the Film:

1.1 the benefit of the Members' Agreement, the Operator's Agreement and the Payment Deed (solely in so far as it relates to the Chargor's entitlement to the Borrower's Distributable Receipts as set out in the Payment Deed);

1.2 all the Chargor's rights, interests and benefits in and to the Relevant Agreements (to which the Chargor is a party) and all other agreements entered into or to be entered into by the Chargor relating to the Film and the benefit of all income or moneys payable to the Chargor or to which the Chargor is entitled in respect thereof (solely to the extent that the same represent Borrower's Distributable Receipts);

1.3 all income and proceeds derived from any and all of the foregoing

2 Charge

2.1 The Chargor, by way of continuing security for the performance of the Secured Obligation, charges with full title guarantee by way of first fixed charge in favour of the Chargee, the Chargor's right, title and interest (if any) both present and future, vested and contingent, statutory and otherwise, in and to those items referred to in paragraph 1 (insofar as such items are not effectively assigned pursuant to paragraph 1).

2.2 The Chargor, by way of continuing security for the full and timely performance of the Secured Obligation, hereby charges with full title guarantee in favour of the Chargee by way of floating charge all those rights, properties and the assets comprising the Collateral whatsoever and wheresoever situated both present and future, to the extent not effectively assigned pursuant to paragraph 1 above or charged by way of fixed charge under or pursuant to paragraph 2.1 above and the Chargor agrees not to part with, sell or dispose of the whole or part of said assets (except by way of sale on an arms length basis in the ordinary course of its business and for the purposes of carrying on the same and without prejudice to the above-mentioned first fixed charge and other than to the Chargee).

Name of Company: BIG SCREEN PRODUCTIONS 10 LIMITED

Company Number: **06728877**

2.3 The Chargee shall be entitled by notice in writing to the Chargor to convert the floating charge referred to in paragraph 2.2 into a specific charge as regards any assets specified in the notice, and in any event the said floating charge shall automatically be converted into a fixed charge as regards all the assets subject to the said floating charge without notice from the Chargee to the Chargor upon the happening of any Event of Default. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge created pursuant to this Deed.

2.4 The Chargor undertakes to hold upon trust by way of security for the Chargee absolutely, the entire interest and benefit of the Chargor (if any) in and to all that Collateral or any part thereof which cannot be charged or assigned by the Chargor together with, without limitation, all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral.

2.5 Paragraph 2.3 shall not apply by reason only of a moratorium being obtained or anything being done with a view to a moratorium being obtained under Section 1A of the Insolvency Act 1986 (as amended).

2.6 The Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any Encumbrance upon the whole or any part of the Collateral. Without prejudice to the foregoing the Chargor further covenants with the Chargee that the Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any Encumbrance upon its right, title and interests in and to the Members' Agreement and/or the Operator's Agreement to the extent that they relate to receipts which constitute Borrower's Distributable Receipts in relation to the Film.

2.7 The security interests in favour of the Chargee created herein shall rank in priority to any other Encumbrances (whether they be fixed, floating or otherwise) created in respect of the Collateral.

2.8 The Chargor shall when required by and at the expense of the Chargee (whether before or after this Deed shall have become enforceable) execute and do all such mortgages, charges, transfers, assignments, assurances, documents, acts and things in such form and otherwise as the Chargee may reasonably require for perfecting the security intended to be hereby constituted, for further charging the Collateral in order to secure further the Secured Obligation, for converting any floating charge forming part of the Deed into a fixed charge, for protecting the Chargee's interest in the Collateral or for effecting or facilitating the exercise by the Chargee of its powers, authorities and discretions hereby or by statute conferred on them or any Receiver and shall from time to time when so required by the Chargee produce to or deposit with the Chargee during the continuance of the Deed all deeds and documents of title (to the extent that the Chargor is in actual or constructive possession or control of the same) relating to the Collateral or any of them.

2.9 In the Deed the covenants implied by Sections 2(1) and 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the assignment created under the Deed.

Name of Company: BIG SCREEN PRODUCTIONS 10 LIMITED

Company Number: **06728877**

Schedule 1

Definitions and Interpretation

In this Form 395, the following words and expressions shall, unless the context otherwise requires, have the following meanings respectively:

"Borrower's Distributable Receipts"	shall have the meaning given to it in the Loan Agreement;
"Collateral"	the property, assets and interests (whether present or future) charged or assigned or each or any of them or part thereof under the Deed in favour of the Chargee and all other property and assets which at any time are or are required to be charged in favour of the Chargee under the Deed;
"Debt"	the Loan together with interest thereon and all other sums from time to time due and payable to Chargee under the Loan Agreement and the Deed;
"Encumbrance"	any mortgage, charge, pledge, hypothecation, lien (other than a lien arising solely by operation of law in the normal course of business, the aggregate amount of which is not material), assignment, option, right of set off, security interest, trust arrangement and any other preferential right or agreement to confer security and any transaction which, in legal terms, is not a secured borrowing but which has an economic or financial effect similar to that of a secured borrowing;
"Event of Default"	shall bear the meaning ascribed to it in the Loan Agreement;
"Film"	the feature film provisionally entitled "The A - Team"
"IMIL"	Ingenious Media Investments Limited (previously called Ingenious Films Limited);
"Loan"	the "Facility" as defined in the Loan Agreement and any and all other amounts paid by the Chargee to the Chargor under the Loan Agreement;
"Loan Agreement"	a loan agreement dated on or about the date of the Deed between the Chargor and Chargee;
"Members' Agreement"	the agreement entered into between the Chargor, IMIL and the Partnership;
"Operator's Agreement"	the agreement entered into between IMIL and the Chargor relating to the operation of the Partnership;

Name of Company: BIG SCREEN PRODUCTIONS 10 LIMITED

Company Number: **06728877**

"Partnership"	Big Screen Productions 10 LLP;
"Payment Deed"	shall bear the meaning ascribed to it in the Loan Agreement;
"Receipts"	shall have the meaning given to it in the Loan Agreement;
"Relevant Agreements"	the Deed and those agreements listed in Schedule I attached to the Deed and the Payment Deed;

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 6728877
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT AND CHARGE DATED 30 JUNE 2009 AND CREATED BY BIG SCREEN PRODUCTIONS 10 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO TWENTIETH CENTURY FOX FILM CORPORATION UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JULY 2009

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES