

MR01

Particulars of a charge



008388/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companieshouse.gov.uk

WEDNESDAY



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COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where the charge
instrument Use form MR01

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 08630993

Company name in full AFE - BIG GAME FINANCE LIMITED

3 For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 09/08/2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Film Finances, Inc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	<p>Subject to the rights and prior security of Comerica Bank and KfW (together, the "Financiers") under their respective financing agreements in respect of a film provisionally entitled "BIG GAME" (the "Film")</p> <p>5.1 all rights, title and interest of the Company of and in the Film and in the script and all other written and musical matter embodied or to be embodied or used in the Film or acquired in connection with its production and the negative and prints thereof and all rights of representing, exploiting and exhibiting the same</p> <p>(together the "Charged Property")</p>		
5	Fixed charge or fixed security	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

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Particulars of a charge

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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge

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Particulars of a charge

 **Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name James Shirras

Company name Film Finances Limited

Address 15 Conduit Street

Post town London

County/Region

Postcode W 1 S 9 X J

Country UK

DX

Telephone 020 7491 7530

 **Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

 **Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

 **Important information**

Please note that all information on this form will appear on the public record.

 **How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

 **Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

 **Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8630993

Charge code: 0863 0993 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2013 and created by AFE - BIG GAME FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2013.

Given at Companies House, Cardiff on 17th October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Po

I certify that this is a true and complete copy of the original

Tatiana Waut

15/10/13

Tatiana Waut
Solator, Film Finance Ltd
15 Conduit Street
London, W1S 9XJ

Big Game
Completion Agreement

THIS AGREEMENT is made the 1 day of October 2013

BETWEEN

- (1) AFE – BIG GAME FINANCE LIMITED whose registered office is at 4 Market Place, London W1W 8AD (the "Commissioning Producer"),
- (2) AFE – BIG GAME LIMITED whose registered office is at 4 Market Place, London W1W 8AD (the "UK Co-Producer"),
- (3) SUBZERO FILM ENTERTAINMENT OY (LTD) whose registered office is at Puolipaivankatu 4 C 12, Helsinki, Finland 00160 (the "Finnish Co-Producer"),
- (4) BIG GAME GERMANY GMBH whose registered office is at Wallstrasse 15a, 10179 Berlin, Germany (the "German Co-Producer"), (the UK Co-Producer, Finnish Co-Producer and German Co-Producer, together, the "Co-Producers"),

(the UK Co-Producer, the Finnish Co-Producer and the German Co-Producer, collectively, the "Co-Producers", and together with the Commissioning Producer, the "Chargors" and each, a "Chargor"), and
- (5) FILM FINANCES, INC. whose registered office is at Suite 1400, 9000 Sunset Boulevard, Los Angeles, California 90069 (hereinafter called the "Guarantor")

RECITALS -

- (A) The Co-Producers have acquired the rights to produce a film provisionally entitled "Big Game" (the "Film") based on a screenplay dated 7 September 2013 written by Jamari Helander and Petri Jokiranta (the "Script")
- (B) By a finance and distribution agreement dated 2nd September 2013 (the "FD Agreement") between the Commissioning Producer, on the one part, and the Co-Producers, on the other, the Commissioning Producer has agreed to advance certain sums to partly fund the cost of production of the Film on the terms and conditions set out therein and has engaged the Co-Producers to co-produce and deliver the Film in accordance with a co-production agreement between the Co-Producers dated on or around the date hereof (the "Co-Production Agreement"),
- (C) By a sales agency agreement (the "Sales Agency Agreement") between the Commissioning Producer and Altitude Film Sales Limited ("Sales Agent"), the Commissioning Producer has appointed the Sales Agent as its agent to sell the distribution rights in the Film throughout the territories designated to the Sales Agent in the Sales Agency Agreement
- (C) By a loan and security agreement dated on or about the date hereof between the Commissioning Producer and Comerica Bank ("Comerica") (the "Comerica Agreement") and a loan agreement dated on or about the date hereof between the German Co-Producer and KfW ("KfW") (the "KfW Agreement") (Comerica and KfW, together, the "Financiers"), the Financiers have agreed to advance to the Commissioning Producer and Co-Producers sums towards the cost of production of the Film on the terms and subject to the conditions therein more particularly specified. The Comerica Agreement and the KfW Agreement shall be referred to in this Agreement as the "Financing Agreements"
- (D) By an interparty agreement dated on or around the date hereof (the "Interparty Agreement") between, inter alia, the Sales Agent, the Commissioning Producer and the Guarantor, the and by an intercreditor agreement dated on or around the date hereof (the "Intercreditor Agreement") between KfW, Comerica, the Commissioning Producer and the Guarantor, the parties thereto have agreed to regulate certain matters as between themselves (and

references herein to the Financing Agreements and the Sales Agency Agreement shall be deemed to be references to those documents as the same may be amended by the Interparty Agreement and/or Intercreditor Agreement, as applicable)

- (E) The Commissioning Producer has required a guaranty of completion and delivery in respect of the Film and by a guaranty (herein referred to as the "**Comerica Guaranty**") of even date herewith and given by the Guarantor to Comerica (which inter alia guarantees completion and delivery of the Film to the Sales Agent and others (together the "**Distributors**")), and at the request of the Commissioning Producer, the Guarantor has provided such a guaranty of completion and delivery on the terms set out in the Comerica Guaranty
- (F) The Commissioning Producer and the German Co-Producer have required a guaranty of completion and delivery in respect of the Film and by a guaranty (herein referred to as the "**KfW Guaranty**") of even date herewith and given by the Guarantor to KfW (which inter alia guarantees completion and delivery of the Film to the Sales Agent and YLE/TV1), and at the request of the Commissioning Producer and the German Co-Producer, the Guarantor has provided such a guaranty of completion and delivery on the terms set out in the KfW Guaranty
- (G) In order to give the Comerica Guaranty and the KfW Guaranty, the Guarantor requires the Commissioning Producer and the Co-Producers to enter into this agreement

NOW THIS DEED WITNESSETH as follows -

- 1 The Co-Producers and the Commissioning Producer hereby warrants and represents to the Guarantor that -
 - 1 1 The Script and shooting schedule and budget of €8,413,000 (including a guaranty fee of €140,000 and a contingency of €600,000) (hereinafter called the "**Budget**") for the Film which to the extent required have been approved by the Guarantor have also been approved by the Financiers,
 - 1 2 The individual producers, director and principal artists for the Film have also been approved as aforesaid and have entered (or will enter) into agreements with the Company undertaking to serve the Commissioning Producer and the Co-Producers in those capacities during the production of the Film,
 - 1 3 The Chargors have arranged to obtain finance equal to the Budget as detailed in the Interparty Agreement,
 - 1 4 The Co-Producers have obtained all such rights and licences in respect of the Script and in all treatments and screenplays and written matter of all kinds and the Co-Producers will as soon as reasonably practicable obtain such rights and licences in respect of any musical matter embodied or to be embodied or used in the Film or on which the Film will be based as are necessary to enable the Commissioning Producer and to the extent applicable, the Co-Producers to comply with their respective obligations to the Financiers contained in the Financing Agreements and the Commissioning Producer to comply with its obligations to the Sales Agent contained in the Sales Agency Agreement,
 - 1 5 The Co-Producers and the director of the Film will be the authors of the Film and (subject to the rights and security interests of the Financiers) and the copyright in the Film and all rights of representing, exhibiting and exploiting the Film will vest absolutely in the Commissioning Producer when the Film has been made, save for (i) such proportions of the bare copyright as are retained by the Finnish Co-Producer and the German Co-Producer in accordance with the FD Agreement and (ii) the Finnish TV Rights and the Gaming Rights (as such terms are defined in the Co-Production Agreement) which shall remain vested in the Finnish Co-Producer and the German Co-Producer respectively (subject to the terms and conditions of the Co-Production Agreement, FD Agreement and Interparty Agreement)

- 2 2 1 Forthwith upon the execution of this Agreement the German Co-Producer shall effect and maintain such customary insurance in relation to the Film as may be required by the Guarantor and the Financiers in accordance with the Budget, and shall produce to the Guarantor on demand the policies of insurances and cover notes therefor and the receipts for premiums paid
- 2 2 The Co-Producers shall from time to time during production of the Film and whether or not insurances have been placed or entered into jointly with the Guarantor, effect such further insurances (as a cost to the Budget) for such amounts and covering such risks as the Guarantor may reasonably specify in order to ensure that full insurance is effected at all times until delivery of the Film. The Co-Producers shall inform the Guarantor of all further insurances or modifications or extensions effected as aforesaid and produce to the Guarantor on demand the further policies of insurance or endorsements to earlier policies and the receipts for premiums paid (which premiums shall form part of the actual cost of production of the Film)
- 2 3 The Commissioning Producer shall not and shall procure that the Co-Producers shall not knowingly do, or permit, or suffer to be done, any act or thing whereby the policy or policies of insurance hereinbefore referred to or any of them may become in whole or part void or voidable
- 2 4 If the Co-Producers shall fail to effect and maintain any such policy of insurance within a reasonable period of being required so to do by the Guarantor, the Guarantor may effect and maintain the same and in that event any premiums thereon paid by the Guarantor shall forthwith on demand be repaid to it by the Co- Producers out of the Budget
- 2 5 Notwithstanding any of the provisions of this Agreement, if the Guarantor shall advance any monies or make any payment under the Guaranty after any expense or liability has been incurred in connection with the Film
- (a) which is covered by insurance maintained by the Co-Producers under this Clause, the Co-Producers shall (whether or not formally demanded by the Guarantor) procure that a claim is promptly made under such insurance policy or policies and pay to the Production Account [Accounts] and thereafter to the Guarantor any monies received by the Co-Producers under the relevant insurance policy or policies in accordance with the Interparty Agreement (but not exceeding the amount of such advance or payment) as soon as the insurance claim has been settled and the amount thereof received by the Co-Producers, and PROVIDED FURTHER that the German Co-Producer shall ensure that at all times notice of the Guarantor's rights under this Clause are endorsed upon such policy or policies,
- (b) which ought to have been covered by insurance maintained by the Co-Producers under this Clause, and which is either not insured or under-insured by reference to the Guarantor's requirements specified to the Co-Producers prior to the date hereof, the Co-Producers shall pay to the Guarantor forthwith on demand out of the Budget (if applicable) such sums as would have been received under such insurance policies if they had been effected by the Co-Producers as aforesaid
- 3 3 1 The Commissioning Producer and each of the Co-Producers shall, until the Guarantor shall be released from or have no further liability of any nature under the Guaranty, promptly inform the Guarantor of all matters substantially or materially affecting its credit and financial standing or business or ability to perform its obligations under any of the terms hereof or of the Financing Agreements, including any legal proceedings threatened against it and/or the Co-Producers (as applicable) and actually commenced, the progress of such proceedings and of any judgments entered against such Co-Producer or it

- 3 2 The Co-Producers shall produce the Film in all respects in accordance with the provisions of the Co-Production Agreement, the FD Agreement, the Financing Agreements, the film specifications set out in the Completion Guaranty, the Sales Agency Agreement, the Script and shooting schedules and the Budget and shall not without the prior consent of the Guarantor make or agree to make any variation or modification therein or in the personnel or other details of production approved by the Guarantor or the Financiers or the Distributors or any of them other than minor variations or modifications arising as a result of the normal exigencies of film production and not resulting in an increase in the cost of production of the Film or in any delay in the completion of the production of the Film
- 3 3 During the production of the Film, the Finnish Co-Producer shall keep the Guarantor informed about the progress of production and the plans for continuing and completing production of the Film and shall also prepare daily progress reports and bi-weekly cost statements and supply copies thereof to the Guarantor without delay and shall also submit to the Guarantor for inspection and approval any estimates of future expenditure or statements of costs incurred which the Commissioning Producer and/or the Co-Producers are required to submit to the Distributors or the Financiers or which the Guarantor may reasonably require. The Guarantor or its representatives shall be entitled at any reasonable time until it shall be released from or have no further liability of any nature under the Guaranty to attend at the studios or elsewhere to watch the production of the Film to see rushes or rough cuts and to inspect the accounts, books and records of the Co-Producers and take extracts therefrom in so far as they relate to the Film provided that the Guarantor agrees to exercise its rights under this Clause 3 reasonably and in such a manner as not to interfere with the production schedule for the Film or the business of the Co-Producers
- 3 4 The Guarantor shall be entitled to demand from the Co-Producers an explanation of any matter relating to the production of the Film whether or not arising from anything disclosed in the documents and accounts made available to it as aforesaid, if the Guarantor has reasonable grounds to believe that such matter is likely to involve the Guarantor in a risk of incurring liability or of any claim being made on it under the Guaranty. The Co-Producers shall give any explanation as may be required without delay and (if required) shall attend a meeting at which the producer, director or any other person concerned with the production whose presence the Guarantor shall request shall be present to discuss the matter with the representatives of the Guarantor (provided always that no such meetings shall by reason of their place time or frequency interfere with the production of the Film) and the Co-Producers shall give full consideration to the views and proposals put forward by the Guarantor in order to decide on the steps to be taken to remove such risk
- 3 5 The Commissioning Producer undertakes to keep the Guarantor fully informed as to the state of delivery of the Film to each of the Distributors and to provide the Guarantor with copies of all letters and other documents or communications written or otherwise made either by the Commissioning Producer or the Financiers or the Distributors affecting any item which the Commissioning Producer is obligated to deliver to any of them
- 3 6 The Commissioning Producer undertakes to keep the Guarantor fully informed as to the state of delivery of the Film to each of the Financiers and to provide the Guarantor with copies of all letters and other documents or communications written or otherwise made either by the Commissioning Producer or the Financiers or the Distributors affecting any item which the Commissioning Producer is obligated to deliver to any of them
- 3 7 If either -

- (a) after any such explanation or meeting as referred to in Clause 3 4, the Guarantor is of the reasonable opinion that the likelihood of the risk of the Guarantor incurring liability or of any claim being made on it under the Guaranty will not be removed or adequately reduced by the steps proposed to be taken by the Co-Producers, or
- (b) at any time the Guarantor is of the reasonable opinion that the production is likely to involve the Guarantor in a risk of incurring liability or of any claim being made on it under the Guaranty, or
- (c) there shall at any time be a failure by the Commissioning Producer or one or more Co-Producers to comply with any of the material terms (including without limitation, any breach of any warranty or representation) hereof or of the Financing Agreements or the Sales Agency Agreement which in the reasonable opinion of the Guarantor is likely to result in the risk of the Guarantor incurring liability or of any claim being made on or under the Guaranty,

then the Co-Producers shall forthwith faithfully comply with any instructions with regard to production methods given by the Guarantor for removing any such risk or remedying any such failure including the dismissal of any person or persons engaged on the production of the Film PROVIDED THAT (A) the right of the Guarantor to dismiss the director under the terms of this Agreement shall be subject to the terms of the director's letter of undertaking dated on or about the date hereof between, inter alia, the director and the Guarantor (the "**Director Letter of Undertaking**") and (B) no such instructions shall be contrary to the provisions of the Financing Agreements (except with the consent of the relevant Financiers), the Director Letter of Undertaking (as regards the director only) or other contractual obligations of the Commissioning Producer or Co-Producers in respect of the Film previously approved by the Guarantor

3 8 If either -

- (a) at any time the Commissioning Producer or one or more of the Co-Producers shall be in material breach of any of the provisions (including without limitation, any material breach of any material warranty or representation) hereof or of the Financing Agreements or the Interparty Agreement and the Commissioning Producer or such Co-Producer(s) fails to remedy such breach within two business days of written notice from the Guarantor in the case of a remediable breach or in the case of an irremediable breach fails to have embarked upon a course of action reasonably satisfactory to the Guarantor designed to mitigate or address the same, or
- (b) at any time one or more of the Co-Producers fails to carry out any instructions given by the Guarantor under sub-clause 3 7, or
- (c) at any time the Guarantor is of the opinion (on reasonable grounds) that the production is likely to involve the Guarantor in a risk of incurring liability or of any claim being made on it under the Guaranty and the Commissioning Producer or one or more of the Co-Producers fails within two business days of the same being communicated to the Commissioning Producer or such Co-Producer(s) respectively to cure the situation which is of concern to the Guarantor, to the Guarantor's satisfaction,

then the Guarantor shall have the right to take over and complete the production of the Film in accordance with the provisions of the Financing Agreements and the Sales Agency Agreement and shall if it exercises such right upon written notice to the

Commissioning Producer or such Co-Producer be deemed to have been irrevocably appointed the manager and agent of the Commissioning Producer or such Co-Producer for such purpose and the Commissioning Producer and/or Co-Producer shall, subject to the terms of the relevant charges over the Production Accounts in favour of the Guarantor and at the request of the Guarantor place at the disposal of and under the control of the Guarantor its Production Accounts (as defined in the Interparty Agreement) and all other persons and equipment employed and used by the Commissioning Producer and/or Co-Producer in connection with the production of the Film BUT the Guarantor shall incur no liability to the Commissioning Producer or Co-Producers for or in connection with such appointment PROVIDED THAT the Guarantor shall observe the contractual obligations of the Commissioning Producer and the Co-Producers to third parties relating to the Film PROVIDED ALWAYS that the exercise of the rights given to the Guarantor under sub-clauses 3.6 and 3.7 of this Clause shall terminate if the Commissioning Producer and/or the Co-Producers shall raise such additional finance or take such other steps as shall in the reasonable opinion of the Guarantor adequately protect the Guarantor from incurring any liability or of any claim being made on it under the Guaranty BUT WITHOUT PREJUDICE to the rights of the Guarantor subsequently to exercise any of the powers or rights contained in this Clause and at any time to exercise any of the other powers or rights of the Guarantor contained in this Agreement (including without limitation, pursuant to the security interest created under Clause 5 hereof) Where reference is made above to two (2) business days, and the instructions to cure given by the Guarantor are such that they cannot be completed within two business days, the Commissioning Producer and the Co-Producers shall be allowed such additional time to remedy the default or to cure the situation as the Guarantor shall reasonably deem to be sufficient to do so, provided that the Commissioning Producer and the Co-Producers immediately initiate the required action and diligently carries it to completion. If the Guarantor takes over the production then it shall not replace the director or the individual producers of the Film provided they promptly follow all of the Guarantor's reasonable instructions with respect to the Film which shall be given by the Guarantor in its sole discretion. The Guarantor can replace such director and producer immediately subject to and in accordance with the terms of the Director Letter of Undertaking if they fail to follow such instructions provided that the Guarantor will not replace the director and/or the individual producers unless they are in breach of a material term of their respective contracts with the Co-Producers and as regards the director only, the Director Letter of Undertaking.

For the purpose of giving effect to this sub-clause and to facilitate the performance by the Guarantor of its obligations under the Guaranty (and without prejudice to the power of attorney contained in Clause 11 below) each of the Commissioning Producer and the Co-Producers hereby undertakes that it will at such time as the Guarantor may require after the execution of this Agreement execute a power of attorney in the form set out in the First Schedule hereto in favour of the Guarantor or such other person as the Guarantor may direct.

If the Guarantor takes over the production it shall keep true and accurate records of its expenditures in relation to the Film, and shall retain all such records and any other documents that it may obtain in relation to its production of the Film, for not less than one year. Thereafter if it desires to dispose of such records and documents it shall first offer them to the Co-Producers, who in the meantime shall have access thereto on reasonable notice for auditing purposes. If the Co-Producers fail to make arrangements to take possession of such records and documents within thirty business days after they are offered to the Co-Producers, the Guarantor shall have the right to destroy them.

- 4 The Commissioning Producer will pay or procure to be paid to the Guarantor (but only from the proceeds of exploitation of the Film in accordance with the recoupment provisions set out in the collection agreement pursuant to which Freeway has been appointed as collection

agent in relation to revenues from the exploitation of the Film (the "**Collection Agreement**") the Secured Sums (as such term is defined in the Guaranty) plus interest thereon from the date of the same being paid by the Guarantor and until receipt thereof by the Guarantor at the rate (after as well as before judgment) per annum of two per cent (2%) above Lloyds TSB Bank plc base rate in force from time to time PROVIDED THAT this right of the Guarantor shall not be affected by any amendment or variation to the terms of the Guaranty and the Guarantor is hereby irrevocably authorised by the Commissioning Producer to make any payments and comply with any claims or demands on the Guarantor under or in connection with the Guaranty on the first demand being made without any further reference to or further authority from the Commissioning Producer and notwithstanding that the Commissioning Producer may dispute the validity of or that the Guarantor could have resisted any such demand

- 5 Each of the Chargors (to the extent of its rights, title and interest) as a continuing security, subject only to the rights and prior security interests of the Financiers under the Financing Agreements, the Interparty Agreement and the Collection Agreement (but only insofar as each Chargor owns such rights) -

5 1 assigns absolutely to the Guarantor all present and future rights, title and interest of the Chargor of and in the Film and in the Script and all other written and musical matter embodied or to be embodied or used in the Film or acquired in connection with its production and the negative and prints thereof and all rights of representing, exploiting and exhibiting the same, and

5 2 assigns absolutely to the Guarantor all present and future interest and rights of the Chargor of and in the Financing Agreements and the Sales Agency Agreement and all other present and future agreements entered into by the Chargor in connection with the production of the Film,

5 3 charges in favour of the Guarantor with the payment and discharge of the Secured Sums by way of first fixed charge all present and future property acquired for the production of the Film, and

5 4 charges in favour of the Guarantor with the payment and discharge of the Secured Sums by way of first floating charge the whole of the Chargor's undertaking and assets relating to the Film, wheresoever and whatsoever, present and future, other than any assets for the time being effectively assigned or charged to the Guarantor pursuant to the previous sub clauses of this Clause or otherwise howsoever,

(the property and assets of the Chargor for the time being assigned or charged to the Guarantor hereunder being hereinafter called the "**Charged Property**"), PROVIDED THAT on the payment or discharge of the Secured Sums and the Guarantor having no further liability of any nature under the Guaranty, the Guarantor shall at the request of the Chargor release or re-assign the Charged Property from the security constituted by this Agreement and the Guarantor shall sign all such documentation as the Chargor shall reasonably request to confirm such release and re-assignment

- 6 Subject always to the rights of the Financiers (including those set out in the Interparty Agreement), each of the Chargors -

6 1 shall not create, grant or permit to subsist any mortgage, security interest or charge, whether fixed or floating (other than any created by or pursuant to the Financing Agreements, created in favour of SAG/WAG or otherwise specified in the Interparty Agreement) on or over all or any part of the Charged Property, whether ranking in priority to, behind or pari passu with the security hereby created,

6 2 shall not while any monies are due or after any interest becomes payable to the Guarantor hereunder agree to exploit or otherwise deal with any of the Charged

Property falling within Clauses 5.1 to 5.4 (inclusive) other than pursuant to the Interparty Agreement without the prior consent of the Guarantor in writing,

- 6.3 undertakes on demand to enter into (at Guarantor's cost) such further documents as the Guarantor may reasonably require whether they be mortgages, charges or other forms of security document and do all such other acts and things (including the giving of any notices) as the Guarantor may reasonably require to give effect to or to perfect the security intended to be created hereby in any territories of the world as the Guarantor deems reasonably appropriate
- 7 The Secured Sums shall become immediately due and payable by the Chargor to the Guarantor upon notice and the security created or constituted hereby shall become immediately enforceable by the Guarantor upon the occurrence of any of the following events (each an "Enforcement Event") -
- 7.1 If demand to the Chargor in writing for payment in accordance with the terms of this Agreement is made by the Guarantor and payment thereof is not made by the Chargor within ten (10) days of the date of such demand, or
- 7.2 If the Chargor makes default in the observance or performance of any material covenant or material provision (including without limitation, any breach of any warranty or representation) contained or implied by statute herein or in the Financing Agreements or in any mortgage or charge to or agreement with any person entered into in connection herewith or therewith and the breach of which may render the Guarantor liable pursuant to the Guaranty and the Chargor does not cure the same within ten (10) days of written notice thereof, or
- 7.3 If any judgment is obtained against the Chargor which substantially or materially affects its credit and financial standing in relation to the Guarantor and is not discharged within fourteen (14) days of such judgment being obtained unless the Chargor shall appeal such judgment within the time allowed for appeal, or
- 7.4 If any distress or execution is levied or issued upon or against any of the chattels or property of the Chargor and the same is not paid out within fourteen (14) days of the levying or issuing of the same, or
- 7.5 If prior to the completion and delivery of the Film the Chargor shall cease or threaten to cease to carry on the business it carries on at the date hereof, or
- 7.6 If the Chargor is unable to pay its debts as they fall due or commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors, or
- 7.7 If prior to the completion and delivery of the Film the Chargor takes any corporate action or other steps are taken or legal proceedings are started for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its revenues and assets, or
- 7.8 If the Chargor repudiates this Agreement or the Financing Agreements or does or causes to be done any act or thing evidencing an intention to repudiate any of those agreements, or
- 7.9 If at any time it is or becomes unlawful for the Chargor to perform or comply with any or all of its obligations hereunder or any of the obligations of the Chargor hereunder are not or cease to be legal, valid and binding, or

- 7 10 If any circumstances arise which give reasonable grounds in the opinion of the Guarantor for belief that the Chargormay not (or may be unable to) perform or comply with its obligations hereunder
- 8 Upon the security created or constituted by this Agreement becoming enforceable and subject to the rights of the rights of the Financiers as set out in the Financing Agreements, the Intercreditor Agreement and the Collection Agreement -
- 8 1 the Guarantor shall be entitled, by notice to the Chargor, to convert the floating charge contained in Clause 5 4 into a fixed charge as regards all or any of the assets or property specified in such notice, and/or
- 8 2 the Guarantor shall be entitled, without prior notice to the Chargors, to sell or otherwise dispose of the Charged Property for any consideration (whether payable immediately or by instalments) as the Guarantor shall think fit and to apply the proceeds in or towards the reduction or discharge of the Secured Sums. Such power of sale or other disposal shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and the restriction contained in section 103 of that Act on the exercise of the statutory power of sale shall not apply to any exercise by the Guarantor of its power of sale or other disposal which shall arise immediately upon the occurrence of an Enforcement Event. In relation to a purchaser a certificate in writing by an officer or agent of the Guarantor that such power has arisen and is exercisable shall be conclusive evidence of that fact, and/or
- 8 3 the Guarantor shall be entitled, with prior notice to the Chargors, to appoint by writing under hand of any officer or agent of the Guarantor or under seal of the Guarantor a receiver and manager or a receiver or receivers (hereinafter collectively called the "Receiver") of the Charged Property upon such terms as to remuneration (without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925) and otherwise as it shall think fit, and may from time to time remove the Receiver so appointed and appoint another in his place or appoint another to act jointly with any Receiver previously appointed by the Guarantor, and/or
- 8 4 the Guarantor shall have, and shall be entitled (but not obliged) without further authority from the Company to exercise, any or all of the powers and rights which a Receiver would have under or as referred to in this Agreement on a Receiver's appointment (whether or not a Receiver is appointed), subject (save as referred to in this Agreement) to the liabilities and obligations of a Receiver
- 9 The Receiver shall be the Chargors' agent and shall have all powers conferred by the Law of Property Act 1925 on mortgagees and on mortgagees in possession and on receivers, and by the Insolvency Act 1986 on administrative receivers (whether or not the Receiver is in fact an administrative receiver), or by any like or similar statutory provisions, on any of the foregoing. The Company alone shall be responsible for the Receiver's acts and omissions and for the Receiver's remuneration. In particular, but without limiting any general powers of the Receiver or the Guarantor's power of sale, the Receiver shall have power (subject to any limitations or restrictions in the deed or instrument appointing the Receiver and to the provisions of the Financing Agreements and the Interparty Agreement)
- 9 1 to take possession of, collect and get in the Charged Property,
- 9 2 to carry on, manage or concur in carrying on and managing the business of the Chargors or any part thereof in relation to the Film only and for any of those purposes to raise or borrow any money that may be required upon the security of the whole or any part of the Charged Property and to appoint managers, agents, servants and workmen at such salaries and for such periods as he may determine,

- 9 3 to complete and exploit the interests of the Chargors in the Film and for that purpose to employ any other film producing company he may think fit and generally to deal with such interest in the Film whether completed or not in any manner he may in his unfettered discretion think to be to the advantage of the Guarantor, the Distributors, the Financiers and the Chargors or any of them and generally to exercise the powers granted to the Guarantor in relation to the production of the Film under Clause 3 hereof and to call upon the Chargors to give without payment (other than payment of fees and expenses contained in the Budget) such assistance in connection therewith as may be reasonably required by him,
- 9 4 to sell or lease or concur in selling or leasing the interest of the Chargors in the Film and the rights relating thereto and all or any other part of the Charged Property (including without prejudice to the generality of the foregoing sums receivable by the Chargors from the proceeds of exploitation of the Film) or otherwise deal therewith on such terms in the interests of the Guarantor, the Financiers and the Chargors or any of them, and in each case, without the restriction imposed by section 103 of the Law of Property Act 1925 or the need to observe any of the restrictions or other provisions of section 99 or 100 of that Act, and generally upon such terms as he shall think fit,
- 9 5 to make any arrangement or compromise which he shall think fit in the interest of the Guarantor, the Financiers and the Chargors or any of them,
- 9 6 to do all other things as may seem to the Receiver to be incidental or conducive to any other power vested in the Receiver or to be conducive to the realisation of the security created or constituted by this Agreement, and
- 9 7 to exercise in the name or on behalf and at the cost of the Chargors all the powers and rights of an absolute owner of the Charged Property and to do or omit to do anything which the Chargors could do or omit to do, AND PROVIDED THAT in making any sale or other disposal of any of the Charged Property in the exercise of their respective powers the Receiver or the Guarantor may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including without limitation consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver or the Guarantor shall ipso facto be and become charged with the payment of the Secured Sums Any contract for any such sale or other disposal by the Receiver or the Guarantor may contain conditions excluding or restricting the personal liability of the Receiver or the Guarantor
- 10 Subject to the rights of the Financiers under the Financing Agreements and subject to the terms of the Interparty Agreement and to the allocation of revenue provisions set out in the Collection Agreement, any moneys received by the Guarantor or by any Receiver appointed by it pursuant to this Agreement and/or under the powers conferred by this Agreement, shall, after this security shall have become enforceable, be applied for the following purposes and, unless otherwise determined by the Guarantor, in the following order of priority -
- 10 1 in the payment of all costs, charges and expenses of and incidental to the Receiver's appointment and the payment of its remuneration,
- 10 2 in the payment and discharge of any liabilities incurred by the Receiver on the Chargors' behalf in the exercise of any of the powers of the Receiver,
- 10 3 in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of Section 109(8) of the Law of Property Act 1925,
- 10 4 in or towards payment of any debts or claims which are by statute payable in preference to the Secured Sums but only to the extent to which those debts or claims

have that preference,

- 10 5 in or towards the satisfaction, subject to the terms of this Agreement, of the Secured Sums in such order as the Guarantor may determine in its absolute discretion from time to time, and
- 10 6 any surplus shall be paid to the Chargors or any other person who may be entitled to it, PROVIDED THAT only monies actually paid by the Receiver to the Guarantor in satisfaction or discharge of the Secured Sums shall be capable of being applied by the Guarantor in satisfaction thereof, and the provisions of this Clause 10 and Clause 9 shall take effect as and by way of variation and extension to the provisions of section 109 of the Law of Property Act 1925, which provisions so varied and extended shall be deemed to be incorporated herein
- 11 11 1 The Chargors hereby irrevocably appoint the Guarantor, each and every person to whom the Guarantor shall from time to time have delegated the exercise of the power of attorney conferred by this Clause 11, and any Receiver appointed hereunder and for the time being holding office as such, jointly and also severally to be the attorney or attorneys of such Chargor and in its name and otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the Guarantor or any Receiver appointed hereunder shall consider requisite) for carrying out any obligation imposed on the Chargors by or pursuant to this Agreement and generally for enabling the Guarantor and the Receiver to exercise the respective powers conferred on them by or pursuant to this Agreement or by law The Guarantor shall have full power to delegate the power conferred on it by this Clause 11, but no such delegation shall preclude the subsequent exercise of such power by the Guarantor itself or preclude the Guarantor from making a subsequent delegation thereof to some other person, any such delegation may be revoked by the Guarantor at any time
- 11 2 The Chargors shall ratify and confirm all transactions properly entered into by the Guarantor or such Receiver or delegate of the Guarantor in the exercise or purported exercise of the Guarantor's or such Receiver's respective powers and all transactions entered into, documents executed and things done by the Guarantor or such Receiver or delegate by virtue of the power of attorney given by sub-clause 11 1 above A signed copy of all instruments executed under such power shall be sent promptly to the Company after execution
- 11 3 The power of attorney granted by this Clause 11, is as regards the Guarantor, its delegates and any such Receiver (and as the Chargors hereby acknowledge) granted irrevocably and for value as part of the security constituted by this Agreement to secure proprietary interests of and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971
- 11 4 The Guarantor shall use all reasonable endeavours to procure that the Receiver shall exercise its powers in a manner consistent with the Financing Agreements, the Interparty Agreement, the Intercreditor Agreement, the Collection Agreement and the contracts entered into by the Chargors with third parties relating to the production and distribution of the Film
- 12 No purchaser or other person dealing with the Guarantor or its delegate or any Receiver appointed hereunder shall be bound to see or inquire whether the right of the Guarantor or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Guarantor shall have lapsed for any reason or been revoked
- 13 If the Guarantor shall advance any sums pursuant to the terms of the Guaranty, the Commissioning Producer or the relevant Co-Producer shall deliver to the Guarantor copies of

all lists of booking, revenue statements and accounts which any of them shall be entitled to receive

- 14 The Commissioning Producer and each Co-Producer hereby acknowledges and confirms that it is not entitled to and has no interest in the benefit of the Guaranty and hereby waives and releases unto the Guarantor absolutely all such interest and benefit in the Guaranty as may exist now or in the future or has been hitherto vested in it
- 15 Notices may be served by either party hereto on another by facsimile or by posting the same through the post in a first class prepaid letter to the other at its registered office and shall be deemed to have been served at the expiration of one business day after the time of sending the facsimile and two business days after the time of posting (as the case may be) and in proving such service it shall be sufficient to show that the facsimile was sent or that the letter containing the notice was properly addressed and put into the post prepaid as aforesaid In the case of notices to the Guarantor a copy shall be sent at the same time to

Film Finances Limited
15 Conduit Street
London W1S 2XJ (Attn James Shirras)

and to

Film Finances Scandinavia AB
Floragatan 4a
114 31 Stockholm, Sweden
Attention Maritha Norstedt

In the case of notices to the Commissioning Producer and the UK Co-Producer a copy shall be sent at the same time to

Lee & Thompson LLP
15-22 St Christopher's Place
London W1U 1NL
Attention Nicki Parfitt
Fax +44 20 3073 7601
email nickiparfitt@leeandthompson.com

- 16 The Commissioning Producer and the Co-Producers acknowledge that the Guarantor has entered into agreements with certain insurers who insure certain of the Guarantor's obligations in relation to the Film and that pursuant to those arrangements, such insurers shall have the right to assume (whether by assignment or operation of law) the Guarantor's obligations and rights under this Agreement, subject to the terms hereof Without prejudice to the foregoing, the Guarantor shall have a full and unfettered right to assign the whole or any part of the benefit of this Agreement and the expression the "Guarantor" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Guarantor who shall be entitled to enforce and proceed upon this Agreement in the same manner as if named herein The Guarantor shall be entitled to impart any information concerning the Commissioning Producer and/or the Commissioning Producer (insofar as it relates to this Agreement) to any such insurers, assignee or other successor or any participant or proposed insurers, assignee, successor or participant The Commissioning Producer and the Co-Producers shall not be entitled to assign or transfer or otherwise deal with (whether absolutely or by way of security) all or any of its rights and obligations hereunder
- 17 For the purposes of the satisfaction or discharge of all or any part of the Secured Sums, the Guarantor may convert all or any monies received, recovered, realised or held by the Guarantor hereunder from their existing currencies of account into such other currency or currencies, and at such rate(s) of exchange, as are then current at the Guarantor's bank

- 18 The Guarantor agrees to consent to the Chargor discharging the security herein created upon the later of the Guarantor being fully and unconditionally released from its obligations under the Guarantee and the Guarantor being paid all of the Secured Sums, and the Guarantor shall at such time execute such reasonable documentation as shall confirm the termination of the power of attorney granted pursuant to clause 11 of this Agreement, the Power of Attorney attached as the First Schedule hereto and the Guarantor's security interests over the Production Accounts
- 19 Each of the provisions hereof shall be severable and distinct from one another and if at any time any such provision is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, neither the validity, legality and enforceability of each of the remaining provisions hereof, nor the validity, legality and enforceability of such provision under the law of any other jurisdiction, shall in any way be affected, prejudiced or impaired thereby. The rights, powers and remedies provided hereby are cumulative and are in addition to, and are not, nor are they to be construed as, exclusive of or to be prejudicial to, any right of set-off or other rights, powers and remedies provided by law or by any other agreement between the Guarantor, the Commissioning Producer and the Co-Producers. No failure on the part of the Guarantor to exercise, or delay on its part in exercising, any of the rights, powers and remedies provided hereby or by law or by any other agreement shall operate as a waiver thereof, nor shall any single or partial waiver or exercise of any such right, power or remedy preclude any further or other waiver or exercise thereof
- 20 This Agreement shall be governed by and construed in accordance with English law and for the benefit of the Guarantor, the parties hereby irrevocably submit to the jurisdiction of the English courts PROVIDED THAT the foregoing shall not prejudice the ability of either party to take proceedings against the other in relation hereto before any other court of competent jurisdiction, whether concurrently or not
- 21 In this Agreement, unless the context otherwise requires -
- 21 1 words importing the singular shall include the plural and vice versa,
- 21 2 references to the "Guarantor", the "Financiers", the "Distributors", the "Commissioning Producer", the "Co-Producers" or the "Chargors" shall be construed so as to include their successors, transferees and assigns, and from time to time,
- 21 3 references to any statute shall include any statutory modification, extension or re-enactment of it or of any part of it for the time being in force and shall also include all instruments and regulations deriving validity from that statute,
- 21 4 references to this Agreement or any other deed, agreement or document shall be to this Agreement or, as the case may be, such other deed, agreement or document as the same may have been or may be from time to time amended, varied, altered, modified, supplemented or novated

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

THE FIRST SCHEDULE

PART 1 - POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY given this day of Two thousand and twelve

AFE – BIG GAME FINANCE LIMITED, a company incorporated in England whose principal office is at 4 Market Place, London W1W 8AD (the "**Appointor**")

HEREBY APPOINTS

FILM FINANCES, INC. of Suite 1400, 9000 Sunset Boulevard, Los Angeles, California 90069 (the "**Attorney**")

acting through such officers or employees of the Attorney as the Attorney may from time to time appoint to be its lawful attorney in its name and on its behalf to execute all and any deeds, documents and instruments and generally to do all other acts and things on the Appointor's behalf as effectively as if done by the Appointor itself in relation to or in any way connected with the production and delivery of the film provisionally entitled "**Big Game**" (the "**Film**") in respect of which the Attorney has given a Guaranty of Completion AND the Appointor hereby declares that all and anything which shall be done by the Attorney in relation to or in connection with the Film shall be as good, valid and effective to all intents and purposes whatsoever as if the same had been done by the Appointor

The Attorney shall have the full and unrestricted right power and authority at any time to appoint any substitute (and to revoke any appointment so made) to act hereunder and the acts of the Attorney's substitute shall be fully valid and binding upon the Appointor as if the Appointor had performed the same itself

The Appointor hereby undertakes from time to time and at all times to ratify and confirm whatsoever the Attorney shall cause to be done in accordance with and under the authority of this Power of Attorney

This Power of Attorney shall be governed by and construed in accordance with English law, and is given by way of security to secure the performance of an obligation owed by the Appointor to the Attorney and the Appointor declares this Power of Attorney to be irrevocable

IN WITNESS WHEREOF this POWER OF ATTORNEY was executed and delivered by the Appointor the day and year first above written

EXECUTED and unconditionally Delivered)
as a deed by)
AFE – BIG GAME FINANCE LIMITED)
acting by its authorised signatory)

Authorised Signatory

PART 2 - POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY given this day of Two thousand and twelve

AFE – BIG GAME LIMITED, a company incorporated in England whose principal office is at 4 Market Place, London W1W 8AD (the "**Appointor**")

HEREBY APPOINTS

FILM FINANCES, INC of Suite 1400, 9000 Sunset Boulevard, Los Angeles, California 90069 (the "**Attorney**")

acting through such officers or employees of the Attorney as the Attorney may from time to time appoint to be its lawful attorney in its name and on its behalf to execute all and any deeds, documents and instruments and generally to do all other acts and things on the Appointor's behalf as effectively as if done by the Appointor itself in relation to or in any way connected with the production and delivery of the film provisionally entitled "**Big Game**" (the "**Film**") in respect of which the Attorney has given a Guaranty of Completion AND the Appointor hereby declares that all and anything which shall be done by the Attorney in relation to or in connection with the Film shall be as good, valid and effective to all intents and purposes whatsoever as if the same had been done by the Appointor

The Attorney shall have the full and unrestricted right power and authority at any time to appoint any substitute (and to revoke any appointment so made) to act hereunder and the acts of the Attorney's substitute shall be fully valid and binding upon the Appointor as if the Appointor had performed the same itself

The Appointor hereby undertakes from time to time and at all times to ratify and confirm whatsoever the Attorney shall cause to be done in accordance with and under the authority of this Power of Attorney

This Power of Attorney shall be governed by and construed in accordance with English law, and is given by way of security to secure the performance of an obligation owed by the Appointor to the Attorney and the Appointor declares this Power of Attorney to be irrevocable

IN WITNESS WHEREOF this POWER OF ATTORNEY was executed and delivered by the Appointor the day and year first above written

EXECUTED and unconditionally Delivered)
as a deed by)
AFE – BIG GAME LIMITED)
acting by its authorised signatory)

Authorised Signatory

PART 3 - POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY given this day of Two thousand and twelve

BIG GAME GERMANY GMBH, a company incorporated in Germany whose principal office is at Wallstrasse 15a, 10179 Berlin, Germany (the "**Appointor**")

HEREBY APPOINTS

FILM FINANCES, INC of Suite 1400, 9000 Sunset Boulevard, Los Angeles, California 90069 (the "**Attorney**")

acting through such officers or employees of the Attorney as the Attorney may from time to time appoint to be its lawful attorney in its name and on its behalf to execute all and any deeds, documents and instruments and generally to do all other acts and things on the Appointor's behalf as effectively as if done by the Appointor itself in relation to or in any way connected with the production and delivery of the film provisionally entitled "**Big Game**" (the "**Film**") in respect of which the Attorney has given a Guaranty of Completion AND the Appointor hereby declares that all and anything which shall be done by the Attorney in relation to or in connection with the Film shall be as good, valid and effective to all intents and purposes whatsoever as if the same had been done by the Appointor

The Attorney shall have the full and unrestricted right power and authority at any time to appoint any substitute (and to revoke any appointment so made) to act hereunder and the acts of the Attorney's substitute shall be fully valid and binding upon the Appointor as if the Appointor had performed the same itself

The Appointor hereby undertakes from time to time and at all times to ratify and confirm whatsoever the Attorney shall cause to be done in accordance with and under the authority of this Power of Attorney

This Power of Attorney shall be governed by and construed in accordance with English law, and is given by way of security to secure the performance of an obligation owed by the Appointor to the Attorney and the Appointor declares this Power of Attorney to be irrevocable

IN WITNESS WHEREOF this POWER OF ATTORNEY was executed and delivered by the Appointor the day and year first above written

EXECUTED and unconditionally Delivered)
as a deed by)
BIG GAME GERMANY GMBH)
acting by its authorised signatory)

Authorised Signatory

PART 4 - POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY given this day of Two thousand and twelve

SUBZERO FILM ENTERTAINMENT OY (LTD), a company incorporated in Finland whose principal office is at Puolipaivankatu 4 C 12, Helsinki, Finland 00160 (the "**Appointor**")

HEREBY APPOINTS

FILM FINANCES, INC. of Suite 1400, 9000 Sunset Boulevard, Los Angeles, California 90069 (the "**Attorney**")

acting through such officers or employees of the Attorney as the Attorney may from time to time appoint to be its lawful attorney in its name and on its behalf to execute all and any deeds, documents and instruments and generally to do all other acts and things on the Appointor's behalf as effectively as if done by the Appointor itself in relation to or in any way connected with the production and delivery of the film provisionally entitled "**Big Game**" (the "**Film**") in respect of which the Attorney has given a Guaranty of Completion AND the Appointor hereby declares that all and anything which shall be done by the Attorney in relation to or in connection with the Film shall be as good, valid and effective to all intents and purposes whatsoever as if the same had been done by the Appointor

The Attorney shall have the full and unrestricted right power and authority at any time to appoint any substitute (and to revoke any appointment so made) to act hereunder and the acts of the Attorney's substitute shall be fully valid and binding upon the Appointor as if the Appointor had performed the same itself

The Appointor hereby undertakes from time to time and at all times to ratify and confirm whatsoever the Attorney shall cause to be done in accordance with and under the authority of this Power of Attorney

This Power of Attorney shall be governed by and construed in accordance with English law, and is given by way of security to secure the performance of an obligation owed by the Appointor to the Attorney and the Appointor declares this Power of Attorney to be irrevocable

IN WITNESS WHEREOF this POWER OF ATTORNEY was executed and delivered by the Appointor the day and year first above written

EXECUTED and unconditionally Delivered)
as a deed by)
SUBZERO FILM ENTERTAINMENT OY (LTD))
acting by its authorised signatory)

Authorised Signatory

EXECUTION PAGE TO SECURITY AGREEMENT

EXECUTED and unconditionally Delivered)
as a deed by)
AFE – BIG GAME FINANCE LIMITED)
acting by its authorised signatory)

Authorised Signatory

EXECUTED and unconditionally Delivered)
as a deed by)
AFE – BIG GAME LIMITED)
acting by its authorised signatory)

Authorised Signatory

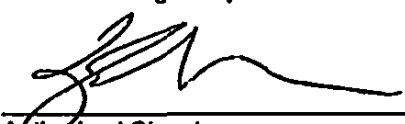
EXECUTED and unconditionally Delivered)
as a deed by)
SUBZERO ENTERTAINMENT OY (LTD))
acting by its authorised signatory)

Authorised Signatory

EXECUTED and unconditionally Delivered)
as a deed by)
BIG GAME GERMANY GMBH)
acting by its authorised signatory)

Authorised Signatory

Signed on behalf of)
FILM FINANCES INC)
acting by its authorised signatory)



Authorised Signatory

EXECUTION PAGE TO SECURITY AGREEMENT

EXECUTED and unconditionally Delivered)
as a deed by)
AFE – BIG GAME FINANCE LIMITED)
acting by its authorised signatory)




Authorised Signatory

EXECUTED and unconditionally Delivered)
as a deed by)
AFE – BIG GAME LIMITED)
acting by its authorised signatory)



Authorised Signatory

EXECUTED and unconditionally Delivered)
as a deed by)
SUBZERO ENTERTAINMENT OY (LTD))
acting by its authorised signatory)



Authorised Signatory

EXECUTED and unconditionally Delivered)
as a deed by)
BIG GAME GERMANY GMBH)
acting by its authorised signatory)



Authorised Signatory

Signed on behalf of)
FILM FINANCES INC)
acting by its authorised signatory)

Authorised Signatory