

MG01**Particulars of a mortgage or charge****A fee is payable with this form.**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

**What this form is for**

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

**What this form is NOT for**

You cannot use this form to reg
particulars of a charge for a Sc
company To do this, please us
form MG01s

SATURDAY



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A14

07/01/2012

#62

COMPANIES HOUSE

For official use

1**Company details**

Company number 0 1 5 3 2 8 0 5

Company name in full BROOKSIDE PRODUCTIONS LIMITED (the "Company")

(10)

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2**Date of creation of charge**

Date of creation d2 d2 m1 m2 y2 y0 y1 y1

3**Description**

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

DEBENTURE made between Brookside Productions Limited as Company and The
Royal Bank of Scotland plc as Security Trustee (the "Deed")

4**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and other liabilities of any
nature of any member of the Group, owing or incurred under any
Finance Document (or any of them) to the Security Trustee
and/or any Receiver and/or the Secured Parties (or any of them)
(including, without limitation, under any amendments,
supplements or restatements of any of the Finance Documents
however fundamental or in relation to any new or increased
advances or utilisations), actual or contingent, matured or not
matured, liquidated or unliquidated, whether incurred solely or
jointly and/or severally or in any other capacity whatsoever
and whether as principal or surety, in any currency or
currencies, including all interest accruing thereon (calculated
in accordance with clause 2 4 (Interest) of the Deed), after as
well as before judgement, and all costs, charges and expenses
incurred in connection therewith ("Secured Liabilities")

Continuation page

Please use a continuation page if
you need to enter more details

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	THE ROYAL BANK OF SCOTLAND PLC (the "Security Trustee")	
Address	135 Bishopsgate	
	London	
Postcode	E C 2 M 3 U R	
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1. SECURITY</p> <p>1.1 Creation of Charges</p> <p>All Charges are</p> <p>(a) made in favour of the Security Trustee;</p> <p>(b) made with full title guarantee (subject to the Existing Debenture), and</p> <p>(c) security for the payment of all Secured Liabilities.</p> <p>All Charged Assets are excluded from the Charges created pursuant to Clauses 3.2 (Property) to 3.10 (Other Charges) of the Deed to the extent specifically assigned pursuant to Clause 3.11 (Assignment by way of Security) of the Deed</p> <p>1.2 Property</p> <p>The Company charged</p> <p>(a) by way of first legal mortgage, the Scheduled Property and all other Property in England or Wales as at 22 December 2011 belonging to it; and</p> <p>(b) by way of first fixed charge, all estates or interests as at 22 December 2011 or subsequently belonging to it in, or in relation to, any Property (except that charged by paragraph (a) above).</p>	

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

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

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 0207 796 6302



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1.3 Investments

The Company charged

(a) by way of first fixed charge the Scheduled Investments, and

(b) by way of first fixed charge all of its Investments subsequently belonging to it or held by any nominee on its behalf

1.4 Book Debts

The Company charged by way of first fixed charge, all rights which it may have as at 22 December 2011 or subsequently in respect of any Book Debts.

1.5 Intellectual Property

The Company charged by way of first fixed charge all rights in respect of Intellectual Property as at 22 December 2011 or subsequently belonging to it including the Scheduled Intellectual Property subject to any rights granted to broadcasters in production agreements.

1.6 Bank Balances

The Company charged by way of first fixed charge all of its Bank Balances

1.7 Insurance

The Company charged by way of first fixed charge all benefits, rights and interest of the Company under or in respect of any present or future contract or policy of insurance and any claim or return of premium or proceeds paid or payable in relation thereto (to the extent that the same are not otherwise subject to an effective fixed charge or assignment pursuant to Clause 3.7 of the Deed)

1.8 Plant and Machinery

The Company charged by way of first fixed charge all Personal Chattels as at 22 December 2011 or subsequently belonging to it.

1.9 Contracts

The Company charged by way of first fixed charge all its rights (including, without limitation, the right to receive any compensation) as at 22 December 2011 or subsequently of the Company in respect of.

(a) the Relevant Documents and any other agreement to which it is a party;

(b) any warranty, bond, guarantee or letter of credit issued in its favour; and

(c) any bill of exchange or any other negotiable instrument held by it, (to the extent that the same are not otherwise subject to an effective

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>fixed charge pursuant to Clauses 3.1 (Creation of Charges) to 3.8 (Plant and Machinery) of the Deed inclusive or 3.10 (Other Charges) of the Deed or to an effective security assignment under Clause 3.11 (Assignment by way of Security) of the Deed).</p> <p>1.10 Other Charges</p> <p>The Company charged by way of first fixed charge:</p> <p>(a) all its uncalled capital;</p> <p>(b) all its goodwill; and</p> <p>(c) any authorisation, licence or consent in relation to any Charged Assets (including the right to receive compensation in respect thereof).</p> <p>1.11 Assignment by way of Security</p> <p>(a) The Company assigned absolutely (subject to the proviso for reassignment on redemption) to the Security Trustee all rights and interest present or future of the Company in respect of the Relevant Documents together with the benefit of all its rights, claims and remedies in respect of those Charged Assets.</p> <p>(b) Until the Charges become enforceable the Company shall be entitled to exercise all its rights in the Relevant Documents, subject to the other provisions of the Deed</p> <p>1.12 Floating Charge</p> <p>(a) The Company charged by way of first floating charge, its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by the Deed. This first floating charge is intended to be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986</p> <p>(b) Save as provided in paragraph (c) below the Security Trustee may by notice to the Company convert the floating charge created by the Company pursuant to this Clause into a fixed charge as regards such assets as may be specified (whether generally or specifically) in such notice if</p> <p>(i) an Event of Default is continuing, or</p> <p>(ii) the Security Trustee has reasonable grounds for considering those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, attachment, execution, sequestration or other analogous legal process).</p> <p>(c) Notwithstanding any other provision of the Deed (and without prejudice to the circumstances in which the floating charge created under Clause 3.12 of the Deed will crystallise under general law) but subject to</p>	

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>paragraph (d) below</p> <p>(1) if any person presents an application for a warrant of execution, writ of fieri facias, garnishee order or charging order or otherwise levies any distress, execution, attachment, expropriation, sequestration or other legal process against any of the assets which are charged by way of the first floating charge of the Company; or</p> <p>(11) a petition is presented for the winding up or administration in relation to the Company which is not discharged within 28 days (in the case of a winding up petition) or 21 days (in the case of a petition for an administration order), or</p> <p>(111) an Administrator or Receiver is appointed in respect of the Company or the Security Trustee receive notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of the Company,</p> <p>then with immediate effect and without notice the floating charge shall automatically convert into a fixed charge as regards such Charged Assets of the Company secured by such floating charge.</p> <p>(d) No floating charge created by Clause 3 12 of the Deed may be converted into a fixed charge or otherwise crystallise solely by reason of:</p> <p>(1) the obtaining of a moratorium by the Company, or</p> <p>(11) anything done with a view to obtaining a moratorium, under section 1A and Schedule A1 to the Insolvency Act 2000.</p> <p>(e) Any charge which has crystallised under paragraphs (b) or (c) above may be reconverted into a floating charge by notice given at any time by the Security Trustee to the Company concerned in relation to the assets specified in such notice.</p> <p>1.13 Retention of Documents</p> <p>The Security Trustee shall be entitled to continue to retain any document delivered to them under the Deed relating to a Charged Asset until the Charges over such Charged Asset are released in accordance with the Deed. If, for any reason, they cease to hold any such document, they may by written notice to the Company require that the relevant document be redelivered to them and the Company shall within 5 Business Days of receipt of such written notice comply with that requirement or procure that it is complied with.</p> <p>1 14 Fixed and Floating Security</p> <p>If for any reason any Security in respect of any asset created or purported to be created pursuant to Clause 3 of the Deed as a fixed charge</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>or assignment does not, or ceases to, take effect as a fixed charge or assignment, then it shall take effect as a first floating charge in respect of such asset. However it is the intent of the parties that the Security over other Charged Assets shall remain unaffected.</p> <p>1.15 Third Party Consents</p> <p>If consent is required from any third party in order to create any Security over any asset to form part of the Charged Assets, such asset will only become a Charged Asset and be subject to the Security in the Deed upon relevant third party consent being obtained, provided that such consent shall only be sought when specifically required by the terms of the Deed.</p> <p>1.16 Existing Debenture</p> <p>The parties agree and acknowledge that, notwithstanding the Debenture Security created pursuant to the Deed, the Charged Assets are subject to the Existing Debenture granted by the Charging Companies in favour of the Security Trustee. Nevertheless, the Charging Companies agreed with the Security Trustee that the Security Trustee shall not be restricted from exercising its rights under the Deed in respect of the Charged Assets other than by operation of mandatory law.</p> <p>2. PROPERTY OBLIGATIONS</p> <p>2.1 Acquisition of Property</p> <p>(a) The Company shall notify the Security Trustee of any acquisition by it or on its behalf of any Property (save for any leasehold in respect of which the annual rental payment is less than £100,000 and/or any upfront premium or capital consideration is less than £500,000) after 22 Decemebr 2011 ("After-acquired Property") within 10 Business Days of the date of such acquisition.</p> <p>(b) If title to the relevant After-acquired Property is or is to be registered at Land Registry, the Company shall as soon as reasonably practicable notify the Security Trustee of the relevant title number and will request the Chief Land Registrar to enter a notice of the Deed on the Charges Register of the relevant Property. In the case of any other After-acquired Property in England or Wales, the Company shall as soon as reasonably practical apply to register the Deed at the Land Charges Registry if, for any reason, the title deeds and documents relating thereto are not deposited with the Security Trustee.</p> <p>(c) The Company shall at the cost of the Company, execute and deliver to the Security Trustee a legal mortgage in favour of the Security Trustee over any Material After-acquired Property acquired by it prior to the expiry of the period of 10 Business Days following receipt of a written request from the Security Trustee for the execution and delivery of such legal mortgage.</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(d) If the consent of the landlord in whom the reversion of any lease comprised in any Material After-acquired Property is vested is required for the Company to create any fixed charge or legal mortgage the Company will not be required to create a fixed charge or legal mortgage over such Material After-acquired Property</p> <p>2.2 Leasing and Other Undertakings</p> <p>The Company shall (whether in exercise of any statutory power or otherwise):</p> <p>(a) save for any Permitted Disposals not grant, or agree to grant, any lease or tenancy of all or any part of any Charged Property or confer or agree to confer upon any person any contractual licence or right to occupy or use any Charged Property,</p> <p>(b) save for any Permitted Disposals not determine or extend or accept any surrender of any lease, tenancy or licence comprised in the Charged Property or agree to do any of these things; and</p> <p>(c) if the Security Trustee reasonably believes that an Event of Default has occurred or is about to occur it shall permit the Security Trustee and any person nominated by it to enter any of its Charged Property to view its condition, on reasonable notice and during business hours.</p> <p>2.3 Registered Land</p> <p>(a) The Company shall apply to the Chief Land Registrar for a restriction in the following terms to be entered on the registers of the title of such of the Charged Property as is at 22 December 2011 or thereafter registered under the Land Registration Act 2002</p> <p>"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 22 December 2011 in favour of The Royal Bank of Scotland plc as Security Trustee referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its security or conveyance."</p> <p>(b) To the extent that the Security Trustee are under an obligation to make further advances the Company shall also make an application to the Registrar for a note to be entered on such register to that effect.</p> <p>(c) The Company certified, in respect of any part of its Charged Property title to which is registered at the Land Registry, that the Charges created by the Deed do not contravene any of the provisions of the Memorandum or Articles of Association of the Company.</p> <p>2.4 Right to Remedy</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>If the Company fails to perform any obligation contained in the Deed in respect of its Charged Property prior to the earlier of the date falling 20 Business Days after the date of service of the written notice by the Security Trustee of the relevant failure default or, if earlier, the date such failure first constitutes (either alone or taken together with other such failures) an Event of Default (the "Relevant Date") the Company must allow the Security Trustee or their agents and contractors:</p> <p>(a) following expiry of the period of 5 Business Days after the service of notice by the Security Trustee on the Company of its intention to enter and carry out repairs or works or, if later, the Relevant Date and during normal business hours to enter any part of its Charged Property and carry out any repairs or other works which the Company has failed to do, and</p> <p>(b) to comply with or object to any notice served on the Company in respect of its Charged Property.</p> <p>3. OTHER OBLIGATIONS</p> <p>3.1 General Restrictions and Obligations</p> <p>(a) Subject to Clause 5.3 (Book Debts) of the Deed, except with the consent of the Security Trustee, the Company shall not:</p> <p>(i) create or permit to be outstanding any Security over any Charged Assets save as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement; or</p> <p>(ii) unless required to do so by law, sell, transfer, assign, lease, hire out, grant, lend or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing except as permitted under the Senior Facilities Agreement and the Mezzanine Facility Agreement.</p> <p>3.2 Book Debts</p> <p>(a) Save as permitted by the Senior Facilities Agreement or (if after the Senior Discharge Date) the Mezzanine Facility Agreement the Company shall not release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Book Debts or vary or agree to any variation in their terms except as required by paragraph (b) of Clause 5.3 of the Deed.</p> <p>3.3 Bank Balances and Collection Account(s)</p> <p>(a) Save as provided in Clause 5.4 of the Deed, the Company shall not release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Bank Balances in a manner which is not permitted by the Finance Documents</p> <p>3.4 Insurance</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

(a) The Company may not do or permit anything to be done which will make void or voidable any policy of insurance in connection with any such Charged Asset

3 5 Redemption of Prior Security

If, following the occurrence of an Event of Default which is continuing, the Borrower fails to comply prior to the date falling ten Business Days after a receipt of a written request from the Security Trustee to discharge the relevant Security:

(a) the Security Trustee may at any time redeem any Security having priority to any Charges or procure the transfer of that Security to itself and may settle the accounts of the prior encumbrancer and any accounts so settled shall, in the case of manifest error, be conclusive and binding on the Company;

(b) the Company shall, on demand of the Security Trustee pay to the Security Trustee all the costs and expenses incurred by it in connection with any such redemption or transfer; and

(c) all the rights conferred by a prior charge upon the chargee or any receiver thereunder shall be exercisable by the Security Trustee or a Receiver in like manner as if the same were expressly included in the Deed and the Security Trustee shall be entitled to exercise all the rights of a receiver appointed thereunder.

3 6 Continuation of Accounts

At any time following the commencement of the winding-up of the Company or the Security Trustee or any other Secured Party becoming aware of any subsequent Security affecting the Charged Assets, the Security Trustee may open a new account in the name of the Company with it. If the Security Trustee do not open a new account, it shall nevertheless be treated as if it had done so at the time when the winding-up commenced or the Security Trustee received, or was deemed to have been received, notice of such subsequent Security. No payments made thereafter by the Company to the Security Trustee shall discharge or reduce the Secured Liabilities but such payments shall be credited, to the extent a new account has been opened, or be treated as having been credited to that account.

4. FURTHER ASSURANCE

4.1 Further Assurance - General

The Company shall, at its own expense, promptly do all such acts and things as the Security Trustee may reasonably require for:

(a) creating, registering, perfecting, maintaining or protecting the Charges or any of the Charged Assets, and

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Short particulars

(b) facilitating the realisation of any Charged Asset or the exercise of any right, power or discretion vested in the Security Trustee, any Receiver or any Delegate,

including, without limitation, the execution (including by sealing) of any transfer, assignment, mortgage, charge or Security or any document required to enable the Security Trustee or their nominees to obtain legal title to any Charged Assets in circumstances in which it is entitled to obtain such legal title under the Deed or the giving of any notice, order or direction.

5. POWER OF ATTORNEY

5.1 Appointment

The Company by way of security irrevocably appointed the Security Trustee, every Receiver and every Delegate severally to be its attorney:

(a) after a Declared Default to do all acts and things which the Company is obliged to do under the Deed, including, without limitation, to fill in the name of the transferee and to date and complete any instrument of transfer in respect of any Investments which has been executed in blank by the Company and, in the case of registered Investments, to procure the registration of the transferee as the holder of the relevant Investments;

(b) after a Declared Default to transfer any interest in any Charged Assets in the circumstances in which such transfer may be required under the Deed, including on an enforcement of the Charges over such Charged Assets,

(c) in its name and on its behalf to exercise any right conferred on the Security Trustee, any Receiver or any Delegate in relation to the Charged Assets or under the Deed; and

(d) to register the existence of the Charges or the restrictions on dealing with the Charged Assets in any register in which the Company is obliged (but has failed) to effect registration under the terms of the Deed and in any event within 15 Business Days of receipt of notice by the Security Trustee to comply with such request to effect such registration.

5 2 Ratification

The Company agreed to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of the power of attorney granted by Clause 12.1 (Appointment) of the Deed All moneys expended by any such attorney shall be deemed to be expenses incurred by the Security Trustee under the Deed.

6. PROTECTION OF THIRD PARTIES

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>6.1 Tacking</p> <p>(a) Each Senior Finance Party and Mezzanine Finance Party shall perform its obligations under the Senior Finance Documents and the Mezzanine Finance Documents (including any obligation to make available further advances)</p> <p>(b) The Deed secures advances already made and further advances to be made.</p> <p>7. SET-OFF</p> <p>7.1 Set-Off</p> <p>The Security Trustee and each Secured Party may (without notice to the Company) set off or otherwise apply any deposits at any time held and any other indebtedness, matured or unmatured, owing by it to or for the account of the Company against any indebtedness, matured or unmatured, owing to the Security Trustee and each Secured Party by the Company, regardless of the place of payment, booking branch or currency of either obligation or the terms of any deposit held by the Security Trustee and each Secured Party.</p> <p>7.2 Currency Conversion</p> <p>The Security Trustee may exercise such rights notwithstanding that the obligations concerned may be expressed in different currencies and the Security Trustee is authorised to convert either obligation at a market rate of exchange in their usual course of business for the purpose of the set-off.</p> <p>7 3 Set-Off Rights Cumulative</p> <p>Clause 19 (Set-Off) of the Deed shall be in addition to and without prejudice to any rights of set-off or any other rights or remedies which the Security Trustee and each Secured Party may have.</p> <p>8 ASSIGNMENT AND NEW CHARGING COMPANIES</p> <p>8 1 Assignment</p> <p>The Security Trustee may at any time assign or otherwise transfer all or any part of its rights under the Deed in accordance with and subject to the Finance Documents.</p> <p>8.2 Accession Deed</p> <p>The Company.</p> <p>(a) consented to new Subsidiaries of the Parent becoming Charging Companies as contemplated by the Finance Documents; and</p>	

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Please give the short particulars of the property mortgaged or charged
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Short particulars

(b) irrevocably authorised the Parent to agree to, and execute as a deed, any duly completed Accession Deed as agent and attorney for and on behalf of the Company.

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>NOTE.</p> <p>In this form:</p> <p>"Accession Deed" means an accession deed substantially in the form set out in schedule 10 (Form of Accession Deed) of the Deed,</p> <p>"Bank Balances" means with the exception of the Loan Note Deposit Account (as defined in the Deed) the amounts as at 22 December 2011 or subsequently standing to the credit of any account which each Charging Company has with any Account Banks (as defined in the Deed) (including interest) and the debts represented thereby,</p> <p>"Book Debts" means all book and other debts and monetary claims as at 22 December 2011 or subsequently due or owing to each Charging Company, the proceeds of the same and the benefit of all Investments, Security and guarantees or other rights of any nature now or subsequently enjoyed or held by it in relation thereto (other than Bank Balances);</p> <p>"Borrower" means a borrower under The Senior Facilities Agreement until the Senior Discharge Date (as defined in the Deed) and thereafter a borrower under the Mezzanine Facility Agreement;</p> <p>"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and</p> <p>(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or</p> <p>(b) (in relation to any date for payment or purchase of euro) any TARGET Day (as defined in the Senior Facilities Agreement);</p> <p>"Charged Assets" means the assets from time to time the subject of any Security created or purported to be created by or pursuant to the Deed and, where the context permits, the proceeds of sale of such assets;</p> <p>"Charges" means any Security from time to time created by or pursuant to the Deed,</p> <p>"Charging Companies" means.</p> <p>(a) the companies detailed in schedule 1 of the Deed, and</p> <p>(b) any other company which accedes to the Deed pursuant to an Accession Deed;</p> <p>"Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed;</p> <p>"Declared Default" means an Event of Default which is continuing and in respect of which notice has been given to the Borrower by the Senior Agent (as defined in the Senior Facilities Agreement) pursuant to clause 29.16</p>

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Particulars of a mortgage or charge

4	Amount secured
Amount secured	<p data-bbox="336 365 1078 398">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="336 465 1489 584">(Acceleration) or 29 17 (Acceleration of the Facility D Loan) of the Senior Facilities Agreement or by the Mezzanine Agent (as defined in the Mezzanine Facility Agreement) pursuant to clause 24.6 (Acceleration) of the Mezzanine Facility Agreement;</p> <p data-bbox="336 618 1393 678">"Delegate" means a delegate or sub-delegate appointed, directly or indirectly, pursuant to Clause 9.3 (Delegation) of the Deed,</p> <p data-bbox="336 712 1473 801">"Event of Default" means an Event of Default as defined in the Senior Facilities Agreement or an Event of Default as defined in the Mezzanine Facility Agreement;</p> <p data-bbox="336 835 1489 896">"Existing Debenture" means the debenture dated 28 September 2006 granted by the Charging Companies in favour of the Security Trustee,</p> <p data-bbox="336 929 1409 990">"Finance Document" means any Senior Finance Document or a Mezzanine Finance Document;</p> <p data-bbox="336 1023 1457 1113">"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender (each as defined in the Senior Facilities Agreement);</p> <p data-bbox="336 1146 1372 1207">"Fixtures" means trade, other fixtures and fittings, fixed plant, machinery and other apparatus;</p> <p data-bbox="336 1240 1489 1330">"Group" means the Parent and each of its Subsidiaries for the time being (including, after the completion of the German Acquisition, the German Target Group (each as defined in the Senior Facilities Agreement));</p> <p data-bbox="336 1364 1520 1727">"Intellectual Property" means all patents, trademarks, service marks, all brand and business names, all copyrights (including any rights in computer software) and rights in the nature of copyright, all design rights, all registered designs, all logos, get-up, inventions (including any software), topography and similar rights, database rights, domain name rights, all trade secrets, know-how and all other intellectual property rights owned by each Charging Company throughout the world and any interests (including by way of licence) of each Charging Company in any of the foregoing (whether or not registered and including all applications for the same and any associated goodwill) and all rights under any agreements entered into by or for the benefit of each Charging Company relating to the use or exploitation of any such rights,</p> <p data-bbox="336 1760 1520 2002">"Investment" means any debenture, bond, share, stock, certificate of deposit or other security or investment as at 22 December 2011 or in the future owned at law or in equity by each Charging Company and all dividends, interest and other moneys paid or payable in respect thereof and all rights, moneys and assets related to or accruing or offered or arising thereon from time to time, whether by way of redemption, conversion, exercise of option rights, substitution, exchange, preference, bonus or otherwise;</p>

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Particulars of a mortgage or charge

4	Amount secured	
Amount secured		Please give us details of the amount secured by the mortgage or charge
	<p>"Mezzanine Facility Agreement" means the mezzanine facility agreement originally dated 28 September 2006 as amended and restated on 2 May 2007 and as amended on 22 December 2011 and made between, among others, (1) All3 Media Intermediate Limited (formerly known as Havana Midco Limited) as Parent, (2) All3 Media Finance Limited (formerly known as Havana Bidco Limited) as the Company, (3) Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland) and The Royal Bank of Scotland plc as Mandated Lead Arrangers, (4) Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland) as Agent and (5) the Royal Bank of Scotland plc as Security Trustee;</p> <p>"Mezzanine Finance Document" means any "Finance Document" as such term is defined in the Mezzanine Facility Agreement;</p> <p>"Mezzanine Finance Party" means any "Finance Party" as such term is defined in the Mezzanine Facility Agreement;</p> <p>"Parent" means All3Media Intermediate Limited;</p> <p>"Permitted Disposal" has the meaning assigned to that term in the Senior Facilities Agreement,</p> <p>"Personal Chattels" means plant, machinery, equipment, goods and other personal chattels (including all spare parts, replacements, modifications and additions),</p> <p>"Property" means freehold and leasehold property in England or Wales, and any reference to any charges over Property or any estate or interest therein includes a charge over:</p> <p>(a) the benefit of any covenant for title given or entered into by any predecessor in title of a Charging Company in respect of that Property and any moneys paid or payable in respect of those covenants,</p> <p>(b) all buildings and Fixtures (as defined in the Deed) on the Property; and</p> <p>(c) the proceeds of sale of all or any part thereof,</p> <p>(the assets referred to in paragraphs (a), (b) and (c) above being "Related Property Rights");</p> <p>"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Security Trustee pursuant to the Deed,</p> <p>"Relevant Documents" means the documents specified in schedule 5 hereto (Details of Relevant Documents) of the Deed;</p> <p>"rights" shall be construed as including rights, benefits, privileges, consents, authorities, discretions, remedies and powers and "right" shall be construed accordingly;</p>	

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Particulars of a mortgage or charge

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"Scheduled Intellectual Property" means the Intellectual Property described in schedule 2 hereto (Details of the Scheduled Intellectual Property),

"Scheduled Investments" means the Investments described in schedule 3 hereto (Details of the Scheduled Investments);

"Scheduled Property" means the Property described in schedule 1 hereto (Details of the Scheduled Property) and all Related Property Rights;

"Secured Parties" means each Finance Party and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Senior Facilities Agreement and each Hedge Counterparty and each agent and lender from time to time party to the Mezzanine Facilities Agreement;

"Security" means any mortgage, charge, pledge or lien or other security securing any obligation of any person or any agreement or arrangement having the effect of creating security,

"Senior Facilities Agreement" means the multicurrency term and revolving facilities agreement originally dated 28 September 2006 as amended and restated on 2 May 2007 and as amended on 22 December 2011 and made between (1) All3 Media Intermediate Limited (formerly known as Havana Midco Limited) as Parent, (2) All3 Media Finance Limited (formerly known as Havana Bidco Limited) as Borrower, (3) the subsidiaries of the Parent listed in part 1 of schedule 1 to it as Original Borrowers, (4) the subsidiaries of the Parent listed in part 1 of schedule 1 to it as Original Guarantors, (5) The Royal Bank of Scotland plc and Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland) as Arranger, (6) the financial institutions listed in parts II and III of schedule 1 to it as Original Lenders, (7) The Royal Bank of Scotland plc as Agent, (8) The Royal Bank of Scotland as the Security Trustee and (9) The Royal Bank of Scotland plc as Issuing Bank, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;

"Senior Finance Document" means any **"Finance Document"** as such term is defined in the Senior Facilities Agreement;

"Senior Finance Party" means any **"Finance Party"** as such term is defined in the Senior Facilities Agreement,

"Subsidiary" means in relation to any company or corporation, a company or corporation:

(a) which is controlled, directly or indirectly, by the first mentioned company or corporation;

(b) more than half the issued share capital of which is beneficially

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>owned, directly or indirectly by the first mentioned company or corporation; or</p> <p>(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,</p> <p>and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.</p> <p style="text-align: center;">SCHEDULE 1</p> <p style="text-align: center;">Details of the Scheduled Property</p> <p style="text-align: center;">None as at 22 December 2011</p> <p style="text-align: center;">SCHEDULE 2</p> <p style="text-align: center;">Details of the Scheduled Intellectual Property</p> <p style="text-align: center;">None as at 22 December 2011</p> <p style="text-align: center;">Schedule 3</p> <p style="text-align: center;">Details of the Scheduled Investments</p> <p style="text-align: center;">None as at 22 December 2011</p> <p style="text-align: center;">SCHEDULE 4</p> <p style="text-align: center;">Property Undertakings</p> <p>1 Adverse Rights</p> <p>The Company, save with the consent of the Security Trustee, shall not create or permit to arise any overriding interest or any easement or right which might adversely affect in any material respect the value of any Material After-acquired Property or of any Fixtures thereon</p> <p>2. Registration</p> <p>In respect of any Material After-acquired Property, the Company must promptly provide, if so requested by the Security Trustee</p> <p>(a) a clear Land Charges Registry search against the Company or the results of Land Registry Searches in favour of the Security Trustee on the appropriate forms against all of the registered titles comprising the Company's interests in each such Material After-acquired Property and giving not less than 15 Business Day's priority,</p> <p>(b) appropriate Land Registry application forms duly completed accompanied by all necessary Land Registry fees, and</p> <p>(c) notice to the reversioner of the assignment/transfer of any headlease to the Charging Companies and the charging of that headlease to the Security Trustee, together with the appropriate registration fees, where such notification is required under those headleases</p> <p>3. Planning</p> <p>In respect of any Material After-acquired Property, comply with all material planning laws, regulations and permits, including</p>	

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Particulars of a mortgage or charge

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

any other agreement with any local government, planning or other regulatory authority to build roads, amenities or carry out other works

SCHEDULE 5

Details of relevant Documents

Sale and Purchase Agreement relating to the sale and purchase of shares in All3 Media Group Media Limited dated 31 July 2006

Legal Assignment

Parent Bidco Intercompany Loan Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1532805
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22
DECEMBER 2011 AND CREATED BY BROOKSIDE
PRODUCTIONS LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO THE
ROYAL BANK OF SCOTLAND PLC (THE SECURITY TRUSTEE)
AND/OR ANY RECEIVER AND/OR THE SECURED PARTIES (OR
ANY OF THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
7 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JANUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES