

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

522071/832

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
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



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AO6

30/06/2011

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COMPANIES HOUSE

1

Company details

Company number

0 1 8 8 6 0 4 2

Company name in full

19 ENTERTAINMENT LIMITED (the "Company")

28

For official use

Filing 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 d1 m0 m6 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

A debenture (the "**Debenture**") between, among others, the Company and
Goldman Sachs Bank USA (the "**Administrative Agent**")

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Amount secured

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

Amount secured

Please see Appendix 1 (Amount secured) to this form
MG01

Continuation page

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

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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 Goldman Sachs Bank USA

Address 200 West Street

New York, NY USA

Postcode 1 0 2 8 2

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 Please see Appendix 2 (Short particulars of the charged property) to this form MG01

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Particulars of a mortgage or charge

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 Nil

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 866)

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 870). 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 Merbot Smith LLP X

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

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Particulars of a mortgage or charge



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 Marc Davies

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX

Telephone 020 7374 8000



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

APPENDIX 1

Amount secured

Unless otherwise defined in this form MG01, defined terms used in this appendix shall have the meaning given to them in Appendix 2 (*Short particulars of the charged property*)

"Loan Document Obligations" means (a) the due and punctual payment by the Borrower of (i) the unpaid principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to the Borrower, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and obligations to provide cash collateral, and (iii) all other monetary obligations of the Borrower to any of the Secured Parties under the Credit Agreement and each of the other Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of the Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to the Collateral Agreement and each of the other Loan Documents (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding),

"Obligations" means (a) the Loan Document Obligations, (b) the Secured Swap Obligations and (c) the Secured Cash Management Obligations,

"Secured Cash Management Obligations" means the due and punctual payment and performance of any and all obligations of Intermediate Holdings or any Subsidiary (whether absolute or contingent and however and whenever created, arising, evidenced or acquired) arising in respect of Cash Management Services that (a) are owed to a person that is, or was on the Closing Date, the Administrative Agent, a Joint Lead Arranger or an Affiliate of any of the foregoing, or any person that, at the time such obligations were incurred, was the Administrative Agent, a Joint Lead Arranger or an Affiliate of any of the foregoing, (b) are owed on the Closing Date to a person that is a Lender or an Affiliate of a Lender as of the Closing Date or (c) are owed to a person that is a Lender or an Affiliate of a Lender at the time such obligations are incurred,

"Secured Obligations" means the Obligations from time to time, and

"Secured Swap Obligations" means all obligations of every nature of Intermediate Holdings or any Subsidiary under each Swap Agreement that (a) is with a counterparty that is, or was on the Closing Date, the Administrative Agent, a Joint Lead Arranger or an Affiliate of any of the foregoing, whether or not such counterparty shall have been the Administrative Agent, a Joint Lead Arranger or an Affiliate of any of the foregoing at the time such Swap Agreement was entered into, (b) is in effect on the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Closing Date or (c) is entered into after the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is

entered into, whether for interest (including interest that, but for the filing of a petition in bankruptcy with respect to such person, would have accrued on any such obligation, whether or not a claim is allowed against such person for such interest in the related bankruptcy proceeding), payments for early termination of such Swap Agreement, fees, expenses, indemnification or otherwise

APPENDIX 2

Short particulars of the charged property

1. DEFINITIONS

Unless otherwise defined in this form MG01, defined terms used in this appendix shall have the following meanings

"Accession Deed" means a deed executed by a Subsidiary with those amendments that the Administrative Agent may approve, or reasonably require.

"Affiliate" means, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified,

"Borrower" means the borrower party to the Credit Agreement,

"Cash Management Services" means treasury management services (including controlled disbursements, zero balance arrangements, cash sweeps, automated clearinghouse transactions, return items, overdrafts, temporary advances, interest and fees and interstate depository network services) provided to Intermediate Holdings or any Subsidiary,

"Closing Date" means the date on which the conditions precedent to the effectiveness of the Credit Agreement have been satisfied,

"Collateral" means all Property, Equipment, Inventory, Investments, Intellectual Property, Receivables, Receivables Accounts, Policies, Contracts, the Material Contracts and/or other assets and undertakings of the Company mortgaged, charged or assigned under the Debenture and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may now or in the future be the subject of the Security,

"Collateral Agreement" means the New York law governed collateral agreement dated 21 June 2011 between (among others) CKX Entertainment, Inc, the Borrower, each other Domestic Loan Party, each Specified Foreign Loan Party and the Administrative Agent entered into connection with the Credit Agreement,

"Contracts" means all contracts and agreements to which any Company is a party and/or that confer any rights upon any Company including any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and **"Controlling"** and **"Controlled"** have meanings correlative thereto,

"Credit Agreement" means a credit agreement dated 21 June 2011 between, among others, Intermediate Holdings, the Borrower as borrower and the Administrative Agent,

"Domestic Loan Party" means any Loan Party that is not a Foreign Loan Party,

"Equipment" means all the Company's now owned and hereafter acquired machinery and equipment including processing equipment, conveyers, machine tools, data processing and computer equipment, including embedded software, and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, material, handling equipment, tools, attachments, accessories, automotive and office equipment, trailers, trucks, forklifts, mould, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property (which, for the avoidance of doubt, includes a tenant's fixtures and fittings), furnishings, furniture and other tangible personal property (except Inventory), together with all additions and accessories thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto, in the case of all of the foregoing, wherever they may be located,

"Equity Interests" of any person means any and all shares, interests, rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership of such person, including any preferred stock, any limited or general partnership interest and any limited liability company membership interest, and any securities or other rights or interests convertible into or exchangeable for any of the foregoing,

"Excluded Assets" means (a) any real property held by a company as a lessee under a lease or any real property held by a company owned in fee that is not Owned Real Property, (b) any assets if, to the extent that and for so long as the Security hereunder in such assets would violate (i) any applicable law or regulation or (ii) a contractual obligation binding on such assets that existed at the time of the acquisition thereof and was not created or made binding on such assets in contemplation or in connection with the acquisition of such assets (except in the case of assets (1) owned on the Closing Date or (2) acquired after the Closing Date, in each case with Indebtedness of the type permitted pursuant to section 6.01(i) of the Credit Agreement that is secured by a Permitted Lien), (c) any assets as to which the Administrative Agent shall have determined in writing, in consultation with the Borrower, that the cost of obtaining or perfecting such a security interest is excessive in relation to the value of the security to be afforded thereby, (d) any letter of credit rights to the extent the Company is required by applicable law to apply the proceeds of a drawing of such letter of credit for a specified purpose, (e) any Equity Interests in any person owned on or acquired after the Closing Date in accordance with the Credit Agreement (i) if, to the extent that, and for so long as (A) the Security hereunder over such Equity Interests would violate applicable law or regulation or (B) (1) if such Equity Interests constitute less than 100% of the Equity Interests of such person and the persons holding the remainder of such Equity Interests are not Affiliates of Intermediate Holdings. (2) the Security hereunder over such Equity Interests would violate or require a consent under a contractual obligation binding on such Equity Interests, in each case after giving effect to any applicable law or principles of equity that might render ineffective any such restriction, and (3) such contractual obligation existed on the Closing Date or at the time of the acquisition of such Equity Interests by Intermediate Holdings and its subsidiaries and was not created or made binding on such Equity Interests in contemplation of or in connection with the acquisition of such Equity Interests, (f) if such Company is a DRE Loan Party, equity interests in excess of 65% of the voting stock of any Subsidiary of such Company that is not a Loan Party, (g) until the earlier of (i) the consummation of the Merger and (ii) the repayment of all amounts outstanding under the Tender Facility and termination of all commitments to extend credit thereunder, the undertakings, any assets, any rights and any property of the Parent whatsoever and

wheresoever, both present and future, provided that, upon the occurrence of such earlier event, such assets, rights and property, whether (as of the date of such earlier event) present or future, shall cease to be Excluded Assets under this paragraph (g) and the Security shall immediately and automatically extend to, and the Collateral shall include, such assets, rights and property of the Parent in accordance with the remaining provisions of this Debenture and (h) the Company's right, title or interest in any license, contract or agreement to which the Company is a party or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant would violate the terms of such license, contract or agreement, or result in a breach of the terms of, or constitute a default under, any such license, contract or agreement to which the Company is a party (other than to the extent that any such term would be rendered ineffective pursuant to any applicable law or regulation or principles of equity), provided that, immediately upon the ineffectiveness, lapse, termination or waiver of any such law, regulation, obligation, requirement or term, such asset shall cease to be an Excluded Asset hereunder and the Security shall extend to all such rights, title and interests as if such law, regulation, obligation, requirement or term had never been in effect (terms defined in the Credit Agreement shall bear the same meaning when used in this definition of Excluded Assets),

"Foreign Loan Party" means any Loan Party that is a Foreign Subsidiary,

"Foreign Pledge Agreement" means a pledge or charge agreement with respect to the Collateral that constitutes Equity Interests of a Foreign Subsidiary, in form and substance reasonably satisfactory to the Administrative Agent,

"Foreign Security Documents" means one or more security agreements, charges, mortgages or pledges with respect to Collateral of a Foreign Loan Party that is governed by the law of a foreign jurisdiction, each in form and substance reasonably satisfactory to the Administrative Agent, that secure the Obligations of any Foreign Loan Party,

"Foreign Subsidiary" means any Subsidiary that is incorporated or organised under the laws of any jurisdiction other than the United States of America, any State thereof or the District of Columbia,

"Guarantee Agreement" means the master guarantee agreement made pursuant to the Credit Agreement,

"Initial Subsidiary Loan Party" means each initial subsidiary loan party to the Credit Agreement,

"Intellectual Property" means

- (A) all of the intellectual property set out in Appendix 3 of this MG01 (and, in the case of any Subsidiary which grants security over its assets in favour of the Administrative Agent by executing an Accession Deed, all of the intellectual property set out in Schedule 1 to the relevant Accession Deed),
- (B) all patents, petty patents, utility models, trade marks, service marks, tradenames, formats, rights to publicity, domain names, software rights, rights (registered or unregistered) in any designs, copyright, rights in the nature of copyright, database rights, topography rights, plant breeders' rights, rights protecting goodwill and reputation, applications for any of the foregoing, and all rights and forms of protection of a similar nature or having equivalent effect to any of the foregoing anywhere in the world, and all other forms of intellectual or industrial property that are owned by or licensed to any Company (or any nominee of any Company) whether now or at any time in the future, and

- (C) all confidential information and knowledge (including know how, inventions, secret formulae and processes, market information, and lists of suppliers and customers) that is in the possession or control of any Company (or any nominee of any Company) whether now or at any time in the future,

provided that Intellectual Property shall not include the foregoing to the extent that such Intellectual Property constitutes Excluded Assets,

For the avoidance of doubt, it is acknowledged that the Intellectual Property set out in Appendix 3 of this MG01 is not a complete list of the Intellectual Property owned by the Company as at the date of the Debenture,

"Intellectual Property Security Agreements" means the patent and trademark security agreement and the copyright security agreement each made pursuant to the Credit Agreement,

"Intermediate Holdings" means the intermediate holding company party to the Credit Agreement,

"Inventory" means all of the Company's now owned and hereafter acquired inventory, goods and merchandise, wherever located, to be supplied under any contract of service or held for sale or lease, all raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description which are or might be used or consumed in its businesses or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them,

"Investments" means the Securities and the Related Rights relating to such Securities,

"Issuing Bank" means an issuing bank party to the Credit Agreement,

"Joint Lead Arranger" means a joint lead arranger party to the Credit Agreement,

"Lender" means a lender party to the Credit Agreement,

"Letter of Credit" means any letter of credit issued pursuant to section 2.05 of the Credit Agreement,

"Licences" means all licences, consents and authorisations (statutory or otherwise) now or in the future held or acquired by any Company, or held by a nominee of any Company, in connection with any business carried on by it or the use of any of the Collateral,

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset, provided that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien,

"Loan Documents" means the Credit Agreement, any agreement amending or restating the Credit Agreement, the Letters of Credit, the Security Documents, the intercreditor agreements agreed in connection with the Credit Agreement and any promissory note or fee letter issued pursuant to the Credit Agreement,

"Loan Parties" means Intermediate Holdings, the Borrower and the other Subsidiary Loan Parties,

"Loans" means any loans made by the Lenders to the Borrower pursuant to the Credit Agreement,

"Material Contracts" means those contracts to which the Company is party to and which are defined as "Material Contracts/IP" in the Credit Agreement.

"Mortgages" means the mortgages, debentures, hypothecs, deeds of trust, deeds to secure debt, assignments of leases and rents, and other security documents delivered pursuant to the Credit Agreement,

"Policies" means the policies of insurance in which any Company is interested details of which are specified Appendix 7 of this MG01 (and, in the case of any Subsidiary which grants security over its assets in favour of the Administrative Agent by executing an Accession Deed, the policies of insurance details of which are specified in Schedule 3 to the relevant Accession Deed) and any other contracts and policies of insurance in which it may now or hereafter have an interest other than

- (A) any policies providing for indemnity insurance in respect of any third party liabilities,
- (B) any directors' and officers' insurance, and
- (C) any policies where all proceeds thereunder are legally obliged to be paid to a Company's employees or any other person other than any Subsidiary in respect of whom the policy was taken out.

"Property" means all freehold properties and other real property both present and future owned by the Company or in which the Company is otherwise interested, including all buildings and other structures from time to time erected thereon and all fixtures and fittings (trade or otherwise) and fixed plant and machinery from time to time thereon or therein, including, without limitation, the Property specified in Appendix 4 of this MG01 (and, in the case of any Subsidiary which grants security over its assets in favour of the Administrative Agent by executing an Accession Deed, the Property specified in Schedule 5 to the relevant Accession Deed),

"Receivables" means

- (A) all book debts, both present and future, due or owing to any Company and all other monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each case, the proceeds and all remittances in respect thereof and all damages and dividends in relation thereto) due or owing to any Company and the benefit of all related rights and remedies (including under or in respect of any Contract and/or any Material Contract, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens),
- (B) all sums, both present and future, due or owing to any Company by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union, and
- (C) all payments representing or made in respect of paragraph (A) or (B),

"Receivables Account" means each account of the Company details of which are specified in Appendix 7 of this MG01 (and, in the case of any Subsidiary which grants security over its assets in favour of the Administrative Agent by executing an Accession Deed), the accounts details of which are specified in Schedule 2 to the relevant Accession Deed (to which

Receivables are to be paid or credited) and all other accounts or sub-accounts opened or maintained now or in the future by the Company with any bank or financial institution,

"Related Rights" means in relation to any of the Securities

- (A) all assets deriving from such Securities (or any other asset referred to in paragraph (B) below) including all allotments, accretions, offers, rights, dividends, distributions, interest, income, benefits, powers, privileges, authorities, remedies and advantages whatsoever at any time accruing, offered or otherwise derived from or incidental to such Securities (or any other asset referred to in paragraph (B) below), and
- (B) all stocks, shares, rights, money or property accruing or offered at any time whether by way of conversion, consolidation, redemption, bonus, preference, exchange, purchase, subdivision, substitution, option, interest or otherwise in respect thereof,

"Secured Obligations" means the Obligations from time to time,

"Secured Parties" means (a) the Lenders, (b) the Administrative Agent, (c) the Joint Lead Arrangers, (d) each Issuing Bank, (e) the Syndication Agent, (f) each counterparty to any swap agreement the obligations under which constitute Secured Swap Obligations, (g) each obligee in respect of Secured Cash Management Obligations, (h) the beneficiaries of each indemnification, expense reimbursement or other monetary obligation undertaken by any Loan Party under any Loan Document, and (i) the successors and permitted assigns of each of the foregoing,

"Securities" means all shares, stocks, debentures, debenture stock, bonds, warrants, options, coupons or other securities and investments of any kind whatsoever owned by any company (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise and all other interests (including loan capital) now or in the future owned by such company from time to time in any other company, firm, consortium or entity wherever situate, including the securities specified in Appendix 5 of this MG01 (and, in the case of any Subsidiary which grants security over its assets in favour of the Administrative Agent by executing an Accession Deed, the securities specified in Schedule 4 to the relevant Accession Deed), provided that, notwithstanding the foregoing, "Securities" shall not include any of the foregoing assets if, to the extent and for so long as such assets constitute Excluded Assets,

"Security Documents" means the Mortgages, the Guarantee Agreement, the Collateral Agreement, the Foreign Pledge Agreements, the Foreign Security Documents, the Intellectual Property Security Agreements and each of the security agreements, mortgages and other instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to the Credit Agreement, in each case, as amended from time to time in accordance with the terms of the Credit Agreement and the Collateral Agreement,

"Specified Foreign Loan Party" means any Foreign Loan Party that (a) directly owns any Equity Interests of a person that is organised under the laws of the United States of America, any State thereof or the District of Columbia or (b) otherwise directly owns any asset of property (including any right arising under any agreement) where, based on the applicable law of the United States of America, any State thereof or the District of Columbia or the jurisdiction of organisation of such Foreign Loan Party, the creation or perfection of a security interest in such Foreign Loan Party's right, title or interest in, to or under such asset or property is to be determined under the law of the United States of America, any State thereof or the District of Columbia,

"Subsidiary" means a subsidiary of Intermediate Holdings other than any unrestricted subsidiary under the Credit Agreement,

"Subsidiary Loan Party" means (a) the Borrower, (b) each Initial Subsidiary Loan Party and (c) future Subsidiaries parties to the Credit Agreement,

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Intermediate Holdings, the Borrower or any of the Subsidiaries shall be a Swap Agreement,

"Syndication Agent" means the Administrative Agent in its capacity as syndication agent under the Credit Agreement,

2. CHARGING PROVISIONS

2.1 Specific Charges

Subject to clauses 3.4 and 3.6 of the Debenture, the Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations hereby charges in favour of the Administrative Agent (acting as agent and trustee as aforesaid) (or, if the Administrative Agent so chooses, its nominee) for the benefit of the Secured Parties the following assets, both present and future, from time to time owned by it or in which it has an interest

2.1.1 by way of first legal mortgage all of its Property and/or the proceeds of sale thereof and by way of first fixed charge all future Property and any other Property not effectively charged by way of first legal mortgage in each case together with all proceeds of sale thereof,

2.1.2 by way of first equitable mortgage, all of its Securities and, if and to the extent not effectively assigned by clause 3.3 of the Debenture, all Related Rights relating to such Securities,

2.1.3 by way of first fixed charge

- (A) its Intellectual Property, including all fees and royalties derived from the Intellectual Property,
- (B) its Licences and all deeds and documents from time to time relating to the Collateral,
- (C) its goodwill and its uncalled share capital both present and future,
- (D) if and to the extent not effectively assigned by clause 3.3 of the Debenture (*Assignments by way of Security*), all of its rights, title and interest in and to (and claims under) the Policies and to any statutory or other compensation monies (including the proceeds of any defective title, restrictive covenant or other indemnity policy or covenant relating to its Property) arising to its benefit for interference with the use and/or enjoyment of its Property or the curtailment of any easement, right or benefit relating thereto and all

other compensation monies from time, to time received by it in respect of its Property,

- (E) all of its rights, title and interest in and to all chattels from time to time hired, leased or rented by it to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract,
- (F) all rights in relation to or under and all benefits of, any covenants for title given or entered into by any of its predecessors in title to its Property, all proceeds of a capital nature in relation to the disposal of its Property, the benefit of any contract for the sale, letting or other disposal of its Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to its Property,
- (G) the benefit of all of its rights and claims against all lessees from time to time of the whole or any parts of its Property and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to it in respect of any works of design, construction, repair or replacement to, on or about its Property,
- (H) its Equipment (whether from time to time in or on the Property (and not comprised in the Property) or otherwise) and the benefit of all of its rights and claims against any person in respect of the design, construction, repair or replacement of the same,
- (I) if, and to the extent not effectively assigned by clause 3.3 of the Debenture (*Assignments by way of Security*), all of its rights (including against third parties) and benefits in and to the Receivables, any Material Contract and any Contract and any of the proceeds of any claims, awards and judgments which at any time may be receivable by it pursuant thereto to the extent that they do not fall within any other paragraph of clause 3.1 of the Debenture,
- (J) so far as permitted under the relevant document, its rights, title and interest in and to all contracts, agreements or warranties affecting or in any way relating to the Collateral and the benefit of all related rights and remedies, and
- (K) any beneficial interest, claim or entitlement it has in any pension fund

2.2 Floating Charge

Subject to clause 3.6 of the Debenture, the Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations hereby charges to the Administrative Agent (acting as agent and trustee as aforesaid) for the benefit of the Secured Parties by way of first floating charge all of its undertakings, property, assets and rights, whatsoever and wheresoever, both present and future (save insofar as any of the same shall for the time being be effectively mortgaged or charged by way of first fixed charge under the provisions of

clause 3.1 of the Debenture or assigned by way of security under the provisions of clause 3.3 of the Debenture) The floating charge created by the Company pursuant to clause 3.2 of the Debenture is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act and paragraph 14 of Schedule B1 to the Insolvency Act shall apply to any floating charge created by the Debenture

2.3 Assignments by way of Security

Subject to clauses 3.4 and 3.6 of the Debenture, the Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations hereby assigns absolutely (in each case to the fullest extent capable of assignment) by way of security to the Administrative Agent (acting as agent and trustee as aforesaid) for the benefit of the Secured Parties all of its present and future rights, title and interest in and to

- 2.3.1 all of its rights in respect of the Policies (including without limitation any proceeds therefrom),
- 2.3.2 the Receivables, and
- 2.3.3 all of its rights in respect of any Material Contract and any other Contract together with all monies which at any time may be or become payable to it pursuant thereto and the proceeds of any claims, awards and judgments which may at any time be receivable or received by it pursuant thereto

2.4 Removal of Impediments to Charges and Assignments

To the extent that

- 2.4.1 any right, title or interest described in clause 3.3 of the Debenture (*Assignments by way of Security*) is neither capable of assignment nor (to the extent that clause 3.1 of the Debenture (*Specific Charges*) purports to take a charge over such right, title or interest to the extent not effectively assigned by clause 3.3 of the Debenture) is any such right, title or interest capable of being charged, or
- 2.4.2 any right, title or interest described in clause 3.1 of the Debenture is not capable of being charged,

as a result of a prohibition or restriction (either absolutely or subject to any condition (including the consent of any third party)) or for any other reason, the Company shall, to the extent applicable, comply with its obligations under section 5.11(g) of the Credit Loan Agreement to remove the relevant prohibition or restriction or to satisfy the relevant condition or to obtain any relevant consent to such assignment or charge or to otherwise render the same capable of assignment or charge and, pending such interest becoming capable of assignment or charge, the assignment purported to be effected by clause 3.3 of the Debenture or the charge purported to be created by clause 3.1 of the Debenture (as the case may be) shall, without prejudice to the provisions of clause 3.1.3(I) of the Debenture (in relation to Receivables) and 3.1.3(D) of the Debenture (in relation to the Policies) and clause 3.5 (*Trust*) of the Debenture to the extent that they apply to other assets, only operate as a charge or an assignment (as the case may be) by way of continuing security of any and all proceeds, damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, in

each case as continuing security for the payment, discharge and performance of the Secured Obligations. Forthwith upon the removal of the relevant prohibition or restriction or upon the satisfaction of the relevant condition or upon receipt of the relevant consent, the relevant right, title or interest shall stand assigned or charged to the Administrative Agent under clause 3.3 or 3.1 of the Debenture (as the case may be) and the Company will, if required by the Administrative Agent forthwith execute a valid legal assignment or fixed charge (as the case may be) in such form as the Administrative Agent shall require but on terms no more onerous than the Debenture

2.5 Trust

2.5.1 To the extent that for any reason and for so long as the assignment or charging of any asset, right, title or interest under clauses 3.3 and/or 3.1 of the Debenture is prohibited or restricted or is subject to a condition which has not yet been satisfied or a consent which has not yet been obtained, the Company shall hold that asset on trust for the Administrative Agent and such trust asset shall constitute the Collateral provided that the Company shall not be required to act in accordance with any instructions or request from the Administrative Agent in relation to such trust asset unless an Event of Default has occurred which is continuing

2.5.2 Upon the removal of the relevant prohibition or restriction or the relevant consent being obtained or condition satisfied (as appropriate), the relevant asset, right, title or interest shall be assigned or charged (as appropriate) under clause 3.3 of the Debenture or the relevant paragraph under clause 3.1 of the Debenture and the trust referred to in clause 3.5 of the Debenture shall terminate and the relevant asset, right, title or interest shall be assigned or charged to the Administrative Agent in accordance with clause 3.4.2 of the Debenture, clause 3.3 of the Debenture (*Assignments by way of Security*) and/or clause 3.1 of the Debenture (*Specific Charges*) (as appropriate)

2.6 Excluded Assets

Notwithstanding the provisions of clause 3.1, clause 3.2 or clause 3.3 of the Debenture, but subject to the provisions of clause 3.5 of the Debenture, the Security shall not extend to, and the Collateral shall not include and none of the representations, warranties, covenants and undertakings of this Debenture shall apply, to any Excluded Assets (but the Security shall immediately and automatically extend, and the Collateral shall include and the representations and warranties shall apply to, any asset (or a portion thereof) upon such asset (or such portion) ceasing to be an Excluded Asset)

3. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

The Company undertakes in favour of the Administrative Agent (as agent and trustee as aforesaid) that it will not, save as permitted pursuant to (or not prohibited by) the terms of the Loan Documents

3.1.1 create, incur, assume or permit to subsist any Lien over all or any part of the Collateral (other than the Security) or any interest therein ranking in priority to, pari passu with or subsequent to the Security, nor enter into any agreement to do any of the same, or

3.1.2 sell, transfer, assign, lease out, lend or otherwise dispose of (whether outright, by a sale and repurchase, sale and leaseback arrangement or

otherwise), or grant any rights (whether of pre-emption or otherwise) over, all or any part of the Collateral or any interest therein, nor enter into any agreement to do any of the same (save in the ordinary course of its operations on arm's length terms in the case of the assets of the Company charged by the Debenture by way of floating charge only)

4. FURTHER ASSURANCE AND PERFECTION OF SECURITY

4.1 Further Assurance

Without prejudice to the limitations and exceptions to the grant of security elsewhere in the Debenture

4.1.1 the Company shall, at its own expense, promptly following request by the Administrative Agent execute and do all such acts, deeds and things (including, without limitation, payment of all stamp duties and registration fees) the Administrative Agent may reasonably require for

(A) perfecting or better perfecting the security created (or intended to be created) by this Debenture over any Collateral (including for the avoidance of doubt (but following the occurrence of an Event of Default which is continuing) arranging for any Securities which are in registered form to be registered in the name of the Administrative Agent or a nominee of the Administrative Agent) provided that, notwithstanding the foregoing, the Company will not be required to perfect the security created by this Debenture over any Securities constituting Excluded Assets to the extent that such acts, deeds or things would be contrary to such Securities constituting Excluded Assets, and

(B) after the security constituted by the debenture has become enforceable in accordance with the terms of the debenture, facilitating the realization of any Collateral or the exercise of any right, power or discretion exercisable by the Administrative Agent in respect of any Collateral,

including, without limitation, the conversion of equitable security to legal security as contemplated by clause 10.1.1(A) of the Debenture, the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Administrative Agent or its nominees, and the giving of any notice, order or direction and the making of any registration, which in any case, the Administrative Agent may think necessary. Without prejudice to the foregoing, the Company shall provide the Administrative Agent with all information and assistance as the Administrative Agent may reasonably require for perfecting or better perfecting the security created (or intended to be created) by the Debenture over any Collateral referred to in the Appendices hereto (including, without limitation, providing the names and addresses of (and contact information at) the entity at which each Receivable Account is held, the names of the Companies interested in each Policy specified in Appendix 6 of this MG01 and the names and addresses of (and contact information at) each insurer of such Policy),

4.1.2 the documents referred to in clause 10.1.1 of the Debenture shall be in such form and contain such provisions as the Administrative Agent reasonably requires. The obligations of the Company under clause 10.1.1 of the

Debenture above and clause 10 1 2 of the Debenture shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the debenture by virtue of section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994 and any such document may disapply section 93 of the Act,

- 4 1 3 the Company shall, whenever requested by the Administrative Agent and at the Company's cost, affix to a visible part of such of the Equipment which has a book or market value of \$10,000 or more as the Administrative Agent shall in each case stipulate, labels, signs or memoranda in a permanent manner and in such form as the Administrative Agent shall reasonably require (but not so as to impede or restrict the normal use or operation thereof) referring or drawing attention to the Security,
- 4 1 4 the Company as registered proprietor appoints the Administrative Agent as its agent to apply for the particulars of the Debenture and of the Secured Parties' interest in its existing trade marks, patents and trade mark applications and any future trade marks, patents or trade mark applications registered or to be registered in the United Kingdom in the name of the Company, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, Article 19 of Council Regulation 40/94/EC and the Patents Act 1997 and the Company agrees to execute all documents and forms required to enable those particulars to be entered in the Register of Trade Marks, and
- 4 1 5 the Company acknowledges the right of the Administrative Agent, or any duly authorised agent of the Administrative Agent, at the cost and expense of the Company, to take all or any of the actions set out in clause 4 1 4 of the Debenture in the event that the Company fails to do so promptly after request

4 2 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in clause 10 of the Debenture

4 3 Conversion of Floating Charge

- 4 3 1 Subject to clause 10 3 5 of the Debenture, without prejudice to the Security, the Administrative Agent may at any time by notice in writing to the Company convert the floating charge created by it pursuant to clause 3 2 of the Debenture with immediate effect into a fixed charge or legal assignment as regards all or any of the Collateral specified in the notice
- (A) at any time after the occurrence of an Event of Default which is continuing and which is not an event described in clause 10 3 2 of the Debenture below, or
- (B) at any time after the Administrative Agent becomes entitled to appoint a Receiver notwithstanding it may elect not to do so or the Security is otherwise enforceable, or
- (C) if the Administrative Agent considers (acting reasonably and in good faith) such Collateral to be in danger of being seized or sold

under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy

- 4 3 2 Subject to clause 10 3 5 of the Debenture, the floating charge created by the Company pursuant to clause 3 2 of the Debenture will (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge with immediate effect upon notice from the Administrative Agent to the Company
- (A) on the convening of any general meeting of the members of the Company for the purposes of passing any resolution for its winding-up, dissolution, compromise, arrangement or reconstruction, or
- (B) if the Administrative Agent receives notice of an intention to appoint an administrator (as contemplated by the Insolvency Act 1986), or
- (C) on the making of an order by a competent court or the passing of a resolution for the winding-up, dissolution, administration, compromise, arrangement or reconstruction of the Company or the appointment of any receiver, administrator, administrative receiver or any similar officer in relation to it or any and all of its property, assets or revenues, or
- (D) if the Company fails to comply with its obligations under clause 9 1 1 of the Debenture, or
- (E) upon any person taking any step with a view to levying distress against any of the Collateral of the Company or any judgment creditor taking any step with a view to enforcing against any of the Collateral of the Company a judgment obtained against it whether by a warrant of execution, writ of fieri facias, garnishee order, charging order or otherwise, or
- (F) if any other floating charge created by the Company crystallises for any reason
- 4 3 3 The giving by the Administrative Agent of a notice pursuant to clause 10 3 1 of the Debenture in relation to any class of the Collateral shall not be construed as a waiver or abandonment of the Administrative Agent's right to serve similar notices in respect of any other class of the Collateral or its other rights under this Debenture or any other Loan Document
- 4 3 4 On the giving by the Administrative Agent of a notice pursuant to clause 10 3 1 of the Debenture or the conversion of a floating charge into a fixed charge pursuant to clause 10 3 2 of the Debenture the Company shall, at its own expense, execute and/or deliver such documents in such form as the Administrative Agent shall reasonably require in order to perfect such fixed charge
- 4 3 5 The floating charge granted by the Company pursuant to clause 3 2 of the Debenture shall not, either by notice given by the Administrative Agent under clause 10 3 1 of the Debenture or automatically under clause 10 3 2 of

the Debenture above, be converted into fixed charges over any Collateral or otherwise, crystallize solely as a result of

- (A) the obtaining of a moratorium by the Company, or
- (B) anything done by the Company with a view to obtaining a moratorium,

in each case under section 1A of and Schedule A1 to the Insolvency Act to the extent they are applicable to the Company

APPENDIX 3

Intellectual Property

Part I

Patent and Patent Applications

NONE AS OF THE DATE OF THIS DEBENTURE

Part II

Trade Mark Applications and Registrations

Name of Company	Territory	Trade Marks	Registration Date	Status	Serial/Registration No
19 Entertainment Limited	United Kingdom	Ilovemusic Ilovemusic	09-DEC-2005	REGISTRATION (REGISTERED)	2336434
19 Entertainment Limited	United Kingdom	I LOVE MUSIC	19-MAY-2006	REGISTRATION (REGISTERED)	2335987
19 Entertainment Limited	United Kingdom	I LOVE MUSIC	10-MAR-2006	REGISTRATION (REGISTERED)	2335833
19 Entertainment Limited	United Kingdom	Pop Juniors Pop Juniors	05-DEC-2003	REGISTRATION (REGISTERED)	2334075
19 Entertainment Limited	United Kingdom	G MAN	06-JUN-2003	REGISTRATION (REGISTERED)	2313350
19 Entertainment Limited	Community Trade marks	IF I CAN DREAM	30-SEP-2010	REGISTRATION (REGISTERED)	7504228
19 Entertainment Limited	Community Trade marks	IF I CAN DREAM		UNPUBLISHED APPLICATION (PENDING)	
19 Entertainment Limited	Community Trade marks	IF I CAN DREAM	28-JUL-2010	REGISTRATION (REGISTERED)	7474182
19 Entertainment Limited	Community Trade marks	IF I CAN DREAM		UNPUBLISHED APPLICATION (PENDING)	
19 Entertainment Limited^	Community Trade marks	SO YOU THINK YOU CAN DANCE	21-JUL-2009	REGISTRATION (REGISTERED)	7439631
19 Entertainment Limited	Community Trade marks	CHANNEL BEE	20-AUG-2009	REGISTRATION (REGISTERED)	7193071

Name of Company	Territory	Trade Marks	Registration Date	Status	Serial/Registration No
19 Entertainment Limited^	Community Trade marks	SO YOU THINK YOU CAN DANCE	22-AUG-2007	REGISTRATION (REGISTERED)	5423504
19 Entertainment Limited^	Community Trade marks	SO YOU THINK YOU CAN DANCE	11-SEP-2007	REGISTRATION (REGISTERED)	5422316
19 Entertainment Limited	Community Trade marks	THE EARTH CAR	12-SEP-2007	REGISTRATION (REGISTERED)	5354981
19 Entertainment Limited	Community Trade marks	MUSIC I love music	30-NOV-2005	REGISTRATION (REGISTERED)	3689593
19 Entertainment Limited	Community Trade marks	ALEXANDER KLAWS	09-DEC-2004	REGISTRATION (REGISTERED)	3257276
19 Entertainment Limited	Community Trade marks	Ilovesmusic	20-MAR-2007	REGISTRATION (REGISTERED)	3238383
19 Entertainment Limited	Community Trade marks	I LOVE MUSIC	24-MAR-2005	REGISTRATION (REGISTERED)	3242708
19 Entertainment Limited	Community Trade marks	Pop Juniors	03-MAR-2005	REGISTRATION (REGISTERED)	3225695
19 Entertainment Limited+	Community Trade marks	POP GOES ENGLISH	06-FEB-2004	REGISTRATION (REGISTERED)	2782514
19 TV Limited*	United Kingdom	POP IDOL	12-MAY-2006	REGISTRATION (REGISTERED)	2340202
19 TV Limited*	United Kingdom	Popidol Popidol	26-SEP-2003	REGISTRATION (REGISTERED)	2329766
19 TV Limited*	United Kingdom	WORLD IDOL	30-JUL-2004	REGISTRATION (REGISTERED)	2327217
19 TV Limited*	United Kingdom	IDOLS	31-JAN-2003	REGISTRATION (REGISTERED)	2298224A
19 TV Limited*	United Kingdom	Idols	07-MAR-2003	REGISTRATION (REGISTERED)	2298224B
19 TV Limited*	United Kingdom	POP IDOL	09-JUL-2004	REGISTRATION (REGISTERED)	2277479
19 TV Limited*	United Kingdom	Pop Idol Pop Idol	13-SEP-2002	REGISTRATION (REGISTERED)	2277463
19 TV Limited*	Community Trade marks	POP IDOL		APPLICATION (PENDING)	

Name of Company	Territory	Trade Marks	Registration Date	Status	Serial/Registration No.
19 TV Limited*	Community Trade marks	POP IDOL		APPLICATION (PENDING)	
19 TV Limited*	Community Trade marks	Cesko Slovenska SuperStar	22-NOV-2009	REGISTRATION (REGISTERED)	8279771
19 TV Limited*	Community Trade marks	WORLD IDOL	07-FEB-2005	REGISTRATION (REGISTERED)	3401916
19 TV Limited*	Community Trade marks	IDOLS	20-DEC-2004	REGISTRATION (REGISTERED)	3008794
19 TV Limited*	Community Trade marks	IDOLS	30-OCT-2003	REGISTRATION (REGISTERED)	2656205
19 TV Limited*	Community Trade marks	POP IDOL	03-NOV-2005	REGISTRATION (REGISTERED)	2624591
19 TV Limited*	Community Trade marks	AMERICAN IDOL	19-JUN-19	Registered	8376857
19 TV Limited*	Community Trade marks	IDOLS	16-APR-12	Registered	2656205
19 TV Limited*	Community Trade marks	IDOLS	15-Jan-13	Registered	3008794
19 TV Limited*	Community Trade marks	POP IDOL	20-MAR-12	Registered	2624591
19 TV Limited*	Community Trade marks	POP IDOL LOGO	26-NOV-14	Registered	4149084
19 TV Limited*	Community Trade marks	POP IDOL	10-NOV-10	Advertised	9510645
19 TV Limited*	Community Trade marks	POP IDOL LOGO	25-MAR-11	Registered	9510496
19 TV Limited*	Community Trade marks	WORLD IDOL	13-OCT-13	Registered	3401916
19 TV Limited*	Community Trade marks	CESKO SLOVENSKA SUPERSTAR	5-MAY-19	Registered	8279771
19 TV Limited*	United Kingdom	POP IDOL	9-AUG-11	Registered	2277479
19 TV Limited*	United Kingdom	POP IDOL	8-AUG-13	Registered	2340202

Name of Company	Territory	Trade Marks	Registration Date	Status	Serial/Registration No
19 TV Limited*	United Kingdom	POP IDOL Device (series of 2)	9-AUG-01	Registered	2277463
19 TV Limited*	United Kingdom	POP IDOL Device (series of 2)	16-APR-03	Registered	2329766
19 TV Limited*	United Kingdom	IDOLS	17-APR-02	Registered	2298224A
19 TV Limited*	United Kingdom	IDOLS LOGO	17-APR-02	Registered	2298224B
19 TV Limited*	United Kingdom	WORLD IDOL	21-MAR-13	Registered	2327217

+ Owned by 19 Entertainment Limited or one of its UK subsidiaries

^ Co-owned with Dick Clark Productions, Inc

• Co-owned with FremantleMedia Operations BV or one of its affiliates¹

Part III

Registered Designs and Applications Therefor

NONE AS OF THE DATE OF THE DEBENTURE

Part IV

Copyright, Works and Unregistered Designs

NONE AS OF THE DATE OF THE DEBENTURE

Part V

Other Intellectual Property

NONE AS OF THE DATE OF THE DEBENTURE

Part VI

Intellectual Property Licences

NONE AS OF THE DATE OF THE DEBENTURE

APPENDIX 4

Property

Registered Land

(Freehold property in England and Wales of which the Company is registered as the proprietor at H.M Land Registry)

NONE AS OF THE DATE OF THE DEBENTURE

Part 2

Unregistered Land

(Freehold property in England and Wales title to which is not registered at H M Land Registry of which the Company is the owner)

NONE AS OF THE DATE OF THIS DEBENTURE

Part 3

Other Immovable Property

NONE AS OF THE DATE OF THIS DEBENTURE

APPENDIX 5

Securities

Name of Company which holds the shares	Name of company issuing the shares	Number of shares	Class of shares
CKX UK Holdings Limited	19 Entertainment Limited	15,619	Ordinary shares of £0 01 each
		2,500	Non-voting shares of £0 01 each
	Storm Model Management Limited	255	Ordinary shares of £1 00 each
19 Entertainment Limited	19 Productions Limited	100	Ordinary shares of £1 00 each
	19 Touring Limited	100	Ordinary shares of £1 00 each
	19 Management Limited	2	Ordinary shares of £1 00 each
	19 Loves Music Limited	2	Ordinary shares of £1 00 each
	19 Recordings Limited	100	Ordinary shares of £1 00 each
	19 Brands Limited	100	Ordinary shares of £1 00 each
	19 TV Limited	100	Ordinary shares of £1 00 each
	19 Merchandising Limited	1	Ordinary shares of £1 00 each
	19 Fashionair Limited	500	Ordinary B shares of

Name of Company which holds the shares	Name of company issuing the shares	Number of shares	Class of shares
			£1 00 each
	Channelbee Limited	50	Ordinary B shares of £1 00 each
	Shy Records Limited	75	Ordinary shares of £1 00 each
	Freedom Media Limited	1,194,745	Ordinary shares of £0 01 each
	Brilliant 19 Limited	75	Ordinary shares of £1 00 each
	Popworld Limited	4,133,781	Ordinary shares of £1 00 each
	Native Management Limited	100	Ordinary shares of £1 00 each
	Delirious Records Limited	10	Ordinary shares of £1 00 each
19 Productions Limited	Double Vision Film Limited	100	Ordinary shares of £1 00 each
19 Touring Limited	19 Artist Tours Limited	100	Ordinary shares of £1 00 each
Native Management Limited	Ambush Management Limited	1	Ordinary shares of £1 00 each
	TLS Management Limited	50	Ordinary shares of £1 00 each
	Native Songs Limited	2	Ordinary shares of £1 00 each
Freedom Media	Freedom TV	1	Ordinary shares of

Name of Company which holds the shares	Name of company issuing the shares	Number of shares	Class of shares
Limited	Limited		£1 00 each

APPENDIX 6

Details of Policies

Name of Company	Insurer	Policy Number	Type of Risk Insured
19 Entertainment Limited	Munich Re	NE5157710	Artists Confidential Life & PTD Programme
19 Group Companies	Zurich	ZF105212	Office (EL & PL)

APPENDIX 7

Receivables Account(s)

Account Bank	Name of Company	Currency	Account Number	Sort Code (if known/applicable)
National Westminster Bank Plc	19 Entertainment Limited	£	36940801	60-30-06
	19 Entertainment Limited	£	26589346	60-30-06
	19 Entertainment Limited	\$	10389504	60-00-04
	19 Entertainment Limited	\$	10389547	60-00-04
	19 Entertainment Limited	\$ (Treasury account)	103964	N/A
	19 Entertainment Limited	€	1259120150	60-00-04
	19 Entertainment Limited	€	25901113	60-00-04
	19 Entertainment Limited	€	29501105	60-00-04
	19 Merchandising Limited	£	90196597	60-30-06
	19 Merchandising Limited	\$	29615569	60-00-04
	19 Recordings Limited	£	90181166	60-30-06
	19 Recordings Limited	\$	29501334	60-00-04
	19 TV Limited	£	90215761	60-30-06
	19 TV Limited	\$	29501326	60-00-04
	19 Management Limited	£	26576449	60-30-06
	19 Management Limited	\$	29616360	60-00-04
	19 Management Limited	€	29616379	60-00-04
	19 Touring Limited	£	90276205	60-30-06
	19 Touring Limited	\$	29501504	60-00-04
	19 Touring Limited	\$	29501377	60-00-04
	19 Touring Limited	€	1259125423	60-00-04
	Native Management Limited	£(checking reserve)	39705226	60-30-06
	Native Management	£	39705218	60-30-06

Account Bank	Name of Company	Currency	Account Number	Sort Code (if known/applicable)
	Limited			
	Native Songs Limited	£(checking reserve)	90252993	60-30-06
	Native Songs Limited	£	90252985	60-30-06
	19 TV Limited	£	26594617	60-30-06
	19 TV Limited	\$	29617995	60-30-06



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1886042
CHARGE NO. 28**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 JUNE 2011
AND CREATED BY 19 ENTERTAINMENT LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
BORROWER TO ANY OF THE SECURED PARTIES AND ALL
MONIES DUE OR TO BECOME DUE FROM EACH OTHER LOAN
PARTY AND INTERMEDIATE HOLDINGS OR ANY SUBSIDIARY
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 30 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JULY 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES