



Registration of a Charge

Company name: **19 MERCHANDISING LIMITED**

Company number: **03695399**



X5I2DAGO

Received for Electronic Filing: **21/10/2016**

Details of Charge

Date of creation: **17/10/2016**

Charge code: **0369 5399 0027**

Persons entitled: **WILMINGTON TRUST, NATIONAL ASSOCIATION AS ADMINISTRATIVE AGENT**

Brief description: **A FIRST FIXED CHARGE IS GRANTED ON: (A) ALL OF THE INTELLECTUAL PROPERTY SET OUT IN SCHEDULE 2 (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, TRADEMARKS, SERVICE MARKS, TRADENAMES, FORMATS, RIGHTS TO PUBLICITY, DOMAIN NAMES, SOFTWARE RIGHTS, RIGHTS (REGISTERED OR UNREGISTERED) IN ANY DESIGNS, COPYRIGHTS, 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 CHARGOR (OR ANY NOMINEE OF ANY CHARGOR) WHETHER NOW OR AT ANY TIME IN THE FUTURE; (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 CHARGOR (OR ANY NOMINEE OF ANY CHARGOR) WHETHER NOW OR AT ANY TIME IN THE FUTURE. A FIRST LEGAL**

MORTGAGE IS GRANTED ON 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; PROPERTY MEANS ALL FREEHOLD PROPERTIES AND OTHER REAL PROPERTY BOTH PRESENT AND FUTURE OWNED BY ANY CHARGOR OR IN WHICH ANY CHARGOR 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 SCHEDULE 8(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).

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

Authentication of Instrument

Certification statement: I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: ALEXANDER WOOD (PARTNER AND A SOLICITOR)



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3695399

Charge code: 0369 5399 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2016 and created by 19 MERCHANDISING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st October 2016 .

Given at Companies House, Cardiff on 24th October 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

17 October

2016

Completed at 12:10 noon (ET) US

- (1) CORE MG UK HOLDINGS LIMITED AND OTHERS
(the Chargors)
- (2) WILMINGTON TRUST, NATIONAL ASSOCIATION
(as Administrative Agent)

DEBENTURE

Michelmores



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CERTIFIED A TRUE COPY OF THE ORIGINAL

THIS 21 DAY OF October 2016

MICHELMORES LLP - Alexander Nash, Director
12th Floor, 6 New Street Square, London EC4A 3BF

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THIS DEBENTURE is made as a deed on 17 October 2016

BETWEEN

- (1) **CORE MG UK HOLDINGS LIMITED**, a company incorporated in England and Wales with registered number 05389449 and whose registered office is at 100 New Bridge Street, London, EC4V 6JA (**Core MG**);
- (2) **THE COMPANIES** listed in Schedule 1 hereto and the companies from time to time who accede to this Debenture by executing an Accession Deed (as defined below); and
- (3) **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as security agent and trustee (as well as collateral agent) for itself and each of the Secured Parties (as defined below) (the **Administrative Agent**).

BACKGROUND

- (A) The Lenders have severally agreed to make certain loan facilities available to [NEG Holdings LLC], a corporation organised under the laws of the State of [Delaware], USA (the **Borrower**), upon the terms and subject to the conditions set forth in the Term Loan Credit Agreement (as defined below).
- (B) As a general condition of entering into Term Loan Credit Agreement, the Chargors are required to execute this Debenture in favour of the Administrative Agent for the benefit of the Secured Parties.

NOW THIS DEED WITNESSES as follows:

1 INTERPRETATION

1.1 Definitions

Save as otherwise provided in this Debenture, the following words and phrases have the following meanings throughout this Debenture:

Accession Deed	means a deed executed by a Subsidiary substantially in the form set out in Schedule 9, with those amendments that the Administrative Agent may approve, or reasonably require.
Account Notice	means, unless otherwise agreed by the Administrative Agent, a notice substantially in the form set out in Schedule 7.
Act	means the Law of Property Act 1925.
Administrator	means a Person appointed under Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property.
Borrower	has the meaning given to it in the recitals.
Chargors	means Core MG, the companies listed in Schedule 1 hereto and each other company which grants security over its assets in favour of the Administrative Agent by

executing an Accession Deed.

Closing Date

means the date of this Debenture.

Collateral

means all Property, Equipment, Inventory, Investments, Intellectual Property, Receivables, Receivables Accounts, Policies, Contracts, the Material Contracts and/or other assets and undertakings of any Chargor mortgaged, charged or assigned under this 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.

Contracts

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

Controlled Foreign Corporation

means "controlled foreign corporation" as defined in the Tax Code.

Default Rate

means a rate of interest determined in accordance with section 2.05(c) of the Term Loan Credit Agreement.

Equipment

means all of any Chargor'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.

Excluded Assets

means:

- (a) any real property held by a Chargor as a lessee under a lease,
- (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 of the Term Loan Credit Agreement that is secured by a Permitted Encumbrance),

- (c) any assets as to which the Administrative Agent, acting on the instructions of the Required Lenders or the Secured Parties (as appropriate), 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 any Chargor 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 Term Loan Credit Agreement if, to the extent that, and for so long as the Security hereunder over such Equity Interests would violate applicable law or regulation,
- (f) any Chargors' right, title or interest in any license, contract or agreement to which such Chargor 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 such Chargor 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,
- (g) to the extent not already covered above, any Excluded Assets as (specifically for the purposes

of this sub-paragraph) defined in the Term Loan Credit Agreement; and.

- (h) all assets charged, assigned or otherwise encumbered by way of security or purported to be so charged, assigned or otherwise encumbered pursuant to any and all of (i) a security deposit agreement dated 29 May 2003 between Double Vision Film Limited and the Governor and Company of the Bank of Scotland; and (ii) a charge and deed of assignment dated 31 March 2003 between Double Vision Film Limited and Columbia Tristar Home Entertainment Inc., in each case as amended, supplemented, novated or otherwise restated from time to time.

Collateral Agreement means the New York law governed collateral agreement dated as of the date of this Debenture between (among others) NEG Holdings LLC, NEG Parent LLC, the entities named therein as guarantors and the Administrative Agent entered into in connection with the Term Loan Credit Agreement as amended, restated, supplemented or otherwise modified from time to time.

Insolvency Act means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2000.

Intellectual Property means:

- (a) all of the intellectual property set out in Schedule 2 (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, trademarks, service marks, tradenames, formats, rights to publicity, domain names, software rights, rights (registered or unregistered) in any designs, copyrights, 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 Chargor (or any nominee of any Chargor) whether now or at any time in the future

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 Chargor (or any nominee of any Chargor) 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 (the **Excluded Intellectual Property**).

For the avoidance of doubt, it is acknowledged that the Intellectual Property set out in Schedule 2 is not a complete list of the Intellectual Property owned by the Chargors as at the date of this Debenture.

Inventory	means all of any Chargor'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.
Joint Venture Companies	means 19 Fashionair Limited and any other non-wholly owned Subsidiary of a Chargor (each a Joint Venture Company).
Licences	means all licences, consents and authorisations (statutory or otherwise) now or in the future held or acquired by any Chargor, or held by a nominee of any Chargor, in connection with any business carried on by it or the use of any of the Collateral.
Lenders	has the meaning given to it in the Term Loan Credit Agreement.
Loan Document	means one of the Loan Documents (as appropriate) as defined in the Term Loan Credit Agreement.
Material Contracts	means intellectual property contracts or other contracts to which any Chargor is party and which are material in the context of the business or operations of the Parent and its Subsidiaries taken as a whole.
Material Property	means any Property which is material to the business or operations of any Chargor.

Notice of Assignment	means, unless otherwise agreed by the Administrative Agent, a notice of assignment substantially in the applicable form set out in Schedule 5.
Obligations	has the meaning given to it in the Term Loan Credit Agreement.
Planning Acts	means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 or any enactments intended to control or regulate the construction, alteration, demolition or use of land or buildings and any orders, regulations or permissions made, issued or granted under or by virtue of such enactments or any of them.
Policies	<p>means the policies of insurance in which any Chargor is interested details of which are specified in Schedule 4 (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:</p> <ul style="list-style-type: none"> (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 Chargor'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 any Chargor or in which any Chargor 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 Schedule 8 (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 Chargor 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 Chargor 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 Chargor 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 each Chargor details of which are specified in Schedule 3 (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 any Chargor with any bank or financial institution.

Receiver

means a receiver and/or manager (including, as the context admits, an administrative receiver) whether alone or jointly and however appointed under or in connection with this Debenture.

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.

Required Lenders	has the meaning given to it in the Term Loan Credit Agreement.
Secured Obligations	means the Obligations (as defined under the Term Loan Credit Agreement).
Secured Parties	has the meaning given to it in the Collateral Agreement.
Securities	means all shares, stocks, debentures, debenture stock, bonds, warrants, options, coupons or other securities and investments of any kind whatsoever owned by any Chargor (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 Chargor from time to time in any company, firm, consortium or entity wherever situated, including the securities specified in Schedule 6 (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 only refer to 65% (per cent.) of the shareholding and Related Rights from time to time in Brilliant 19 Limited and Native Management Ltd and shall not include any of the foregoing assets if, to the extent and for so long as such assets constitute Excluded Assets.
Security	means the security created by (or purported to be created by) this Debenture.
Security Period	means the period starting on the date of this Debenture and ending on the date on which the Administrative Agent has confirmed that it is satisfied that all Obligations are irrevocably discharged in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Loan Documents.
Subsidiary	has the meaning given to it in the Term Loan Credit Agreement.
Tax Code	means the United State Internal Revenue Code of 1986, as amended from time to time.
Term Loan Credit Agreement	means the term loan credit agreement dated as of the date hereof among NEG Holdings LLC., NEG Parent LLC., the entities named therein as guarantors, the financial institutions party therein as Lenders from time to time and the Administrative Agent as amended, restated,

supplemented or otherwise modified from time to time.

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

1.2 Interpretation

- 1.2.1 Any reference in this Debenture to (or to any specified provision of) this **Debenture**, the **Term Loan Credit Agreement**, the **Collateral Agreement** or any other **Loan Document** or to any other agreement or document shall, unless the context otherwise requires, be construed as a reference to this Debenture, the Term Loan Credit Agreement and the Collateral Agreement or such other Loan Document or such other agreement or document (or that provision) as the same may from time to time be amended, varied, supplemented, restated, re-affirmed, extended, novated or replaced (but excluding for this purpose any amendment, variation, supplement, restatement, re-affirmation, extension, novation or replacement which is contrary to any provision of any Loan Document). Each such reference shall further include any document which is supplemental to, is expressed to be collateral with, or is entered into pursuant to or in accordance with, and any certificate, instrument, notification or document which is entered into or delivered in connection with or pursuant to or in accordance with, the terms of this Debenture, the Term Loan Credit Agreement and the Collateral Agreement or such other Loan Document or, as the case may be, such other agreement or document.
- 1.2.2 Any reference in this Debenture to the **Administrative Agent**, any **Lender** or any **Secured Party** (or any other Person referred to in the definitions thereof) shall be construed so as to include its and any subsequent successors, transferees and assigns in accordance with their respective interests.
- 1.2.3 An Event of Default shall "continue" or be "continuing" if it has not been waived or remedied pursuant to the terms of the Term Loan Credit Agreement.
- 1.2.4 "**US\$**" means the lawful currency for the time being of the United States of America.

1.3 Incorporation of Terms by Reference

Unless the context requires otherwise, words and expressions defined or construed in the Term Loan Credit Agreement, the Collateral Agreement, the Act or the Insolvency Act and which are not defined or construed in this Debenture shall bear the same meanings when used in this Debenture.

1.4 Use of Lists and Examples

In construing this Debenture general words introduced by the word **other** shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

1.5 Whole Agreement

This Debenture supersedes any previous agreement, whether written or oral, express or implied, between the Chargors and the Administrative Agent in relation to the subject matter of this Debenture.

1.6 Headings

The headings in this Debenture are for convenience only and shall not affect its meaning and references to a paragraph, clause or Schedule are (unless otherwise stated) to a paragraph or clause of, or Schedule to, this Debenture.

1.7 Counterparts

This Debenture may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Debenture by signing any such counterpart.

1.8 Singular/Plural

Save where the context otherwise requires, the plural of any term includes the singular and vice versa.

1.9 No Partnership

Nothing in this Debenture or envisaged hereby shall operate, whether directly or indirectly, to constitute a partnership between any Chargor and any Secured Party or the Administrative Agent.

1.10 Amount of Secured Obligations

A certificate of the Administrative Agent (as agent and trustee as aforesaid) as to the amount of any Secured Obligations due at any time will, in the absence of manifest error, be conclusive and binding on the Chargors.

1.11 Security Enforceable

The security constituted by, and the rights of the Administrative Agent and the Secured Parties under, this Debenture shall be enforceable notwithstanding any change in the constitution of the Administrative Agent or any Secured Party or its absorption in or amalgamation with any other Person or the acquisition of all or part of its undertaking by any other Person.

1.12 Statutory References

Unless the context otherwise requires, a reference to a statute or any provision thereof is to be construed as a reference to that statute or such provision thereof as it may be amended, modified, extended, consolidated, re-enacted or replaced from time to time and shall also include all bye-laws, instruments, orders and regulations for the time being made thereunder or otherwise deriving validity therefrom.

1.13 Disposition of the Mortgaged Property

The terms of the other Loan Documents and of any side letters between any parties to such documents in relation to any Loan Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of the

Collateral contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.14 Assets

A reference in this Debenture to any **assets** includes) unless the context otherwise requires, property, business, undertakings, revenues and rights of every kind, present and future and contingent (including uncalled share capital) and every kind of interest in any asset.

1.15 Schedules

The fact that no details are included in a relevant Schedule does not affect the validity or enforceability of the Security nor does the fact that the details included in any Schedule may be incomplete. Where a definition incorporates the contents of a Schedule and that Schedule contains details relating to a Chargor yet to accede to this Debenture, then those details shall only be incorporated into the relevant definition upon the relevant Chargor executing an Accession Deed.

1.16 Third party rights

1.16.1 Each Secured Party, any Receiver and their respective officers, managers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that Person, but no other Person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Debenture.

1.16.2 Notwithstanding any term of any Loan Document, the parties to this Debenture and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any Person who is not a party to this Debenture.

1.17 Implied covenants for Title

Subject to the exceptions expressly provided for in this Debenture, the obligations of each Chargor under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.18 Deed

The parties intend that this document shall take effect as a deed.

1.19 Perpetuity Period

The perpetuity period applicable to the trusts created by this Debenture is 125 years.

2 PAYMENT OF THE SECURED OBLIGATIONS

2.1 Covenant

Each Chargor hereby unconditionally and irrevocably, as primary obligor and not merely as surety, covenants with the Administrative Agent (acting as agent and

trustee as aforesaid) for the benefit of the Secured Parties, that it will on demand pay or discharge the Secured Obligations on the due date for payment therefor in the manner provided in the relevant Loan Document or other agreement.

2.2 Interest

Save to the extent otherwise agreed, interest may be added by the Administrative Agent to any amount which shall remain unpaid on the due date for payment therefor from such due date until payment in full at the Default Rate applicable to the relevant outstanding Secured Obligations under the Loan Documents.

2.3 Costs and Expenses

To the extent required by section [9.03] of the Term Loan Credit Agreement, each Chargor agrees to pay all fees, costs and expenses (including legal fees and any VAT) incurred from time to time in connection with the enforcement of or preservation of rights under this Debenture by the Administrative Agent, or any Receiver, attorney, manager, trustee or any other Person appointed by the Administrative Agent under this Debenture or by statute.

3 CHARGING PROVISIONS

3.1 Specific Charges

Subject to clauses 3.4 and 3.6, each Chargor 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:

- 3.1.1 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;
- 3.1.2 by way of first equitable mortgage, all of its Securities and, if and to the extent not effectively assigned by clause 3.3, all Related Rights relating to such Securities;
- 3.1.3 by way of first fixed charge:
 - 3.1.3.1 its Intellectual Property, including all fees and royalties derived from the Intellectual Property;
 - 3.1.3.2 its Licences and all deeds and documents from time to time relating to the Collateral;
 - 3.1.3.3 its goodwill and its uncalled share capital both present and future;
 - 3.1.3.4 if and to the extent not effectively assigned by clause 3.3 (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;

- 3.1.3.5 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;
- 3.1.3.6 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;
- 3.1.3.7 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;
- 3.1.3.8 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;
- 3.1.3.9 if, and to the extent not effectively assigned by clause 3.3 (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 this clause 3.1;
- 3.1.3.10 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
- 3.1.3.11 any beneficial interest, claim or entitlement it has in any pension fund.
- 3.1.4 Notwithstanding anything to the contrary set out elsewhere in this Debenture the Collateral Agreement or any Loan Document, in the case of a Person that becomes a Wholly Owned Subsidiary of Parent, including

any Foreign Subsidiary that is wholly owned or any Person that becomes a Wholly Owned Subsidiary of Parent through acquisition, merger of otherwise (excluding (a) any Subsidiary that is prohibited by Requirements of Law from guaranteeing the Obligations or the Guarantee by such Subsidiary of the Obligations would result in adverse tax consequences to Parent and its Subsidiaries or (b) any Unrestricted Subsidiary), in no event shall the Collateral consist of, or the charge granted under this Clause 3.1 attach to, with respect to any Chargor incorporated under the laws of the United States of America (each a "US Chargor"), any of the Securities of a Controlled Foreign Corporation (or any Related Rights in respect thereof) carrying in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote, provided that upon amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and the security interest granted by the US Chargor shall attach to, Securities of such Controlled Foreign Corporation (and any Related Rights in respect thereof) carrying such greater percentage of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote.

3.2 Floating Charge

Subject to clause 3.6, each Chargor 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 or assigned by way of security under the provisions of clause 3.3). The floating charge created by each Chargor pursuant to this clause 3.2 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 this Debenture.

3.3 Assignments by way of Security

Subject to clauses 3.4 and 3.6, each Chargor 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:

- 3.3.1 all of its rights in respect of the Policies (including without limitation any proceeds therefrom);
- 3.3.2 the Receivables; and
- 3.3.3 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.

3.4 Removal of Impediments to Charges and Assignments

To the extent that:

- 3.4.1 any right, title or interest described in clause 3.3 (Assignments by way of Security) is neither capable of assignment nor (to the extent that clause 3.1 (Specific Charges) purports to take a charge over such right, title or interest to the extent not effectively assigned by clause 3.3) is any such right, title or interest capable of being charged; or
- 3.4.2 any right, title or interest described in clause 3.1 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, each Chargor shall, to the extent applicable, use its commercially reasonable endeavours to comply with its obligations under section 5.11(a) of the Term Loan Credit 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 or the charge purported to be created by clause 3.1 (as the case may be) shall, without prejudice to the provisions of clause 3.1.3.9 (in relation to Receivables) and 3.1.3.4 (in relation to the Policies) and clause 3.5 (Trust) 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 such Chargor 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 (as the case may be) and such Chargor 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 this Debenture.

3.5 Trust

- 3.5.1 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 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 relevant Chargor shall hold that asset on trust for the Administrative Agent and such trust asset shall constitute the Collateral provided that the relevant Chargor 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 is continuing.
- 3.5.2 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 or the relevant paragraph under clause 3.1 and the trust referred to in this clause 3.5 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 (Removal of Impediments to Charges and Assignments), clause 3.3 (Assignments by way of Security) and/or clause

3.1 (Specific Charges) (as appropriate).

3.6 **Excluded Assets**

Notwithstanding the provisions of this clause 3.1, clause 3.2 or clause 3.3, but subject to the provisions of clause 3.5, 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 of this Debenture shall apply to, any asset (or a portion thereof) upon such asset (or such portion) ceasing to be an Excluded Asset).

4 **REPRESENTATIONS AND WARRANTIES AND COVENANTS**

4.1 **Representations and Warranties**

Each Chargor that is an original signatory hereto makes the representations and warranties set out in this clause 4.1 to the Administrative Agent for the benefit of the Secured Parties, on the date of this Debenture and each Chargor that accedes to this Debenture by way of execution of an Accession Deed makes the representations and warranties set out in this clause 4.1 to the Administrative Agent for the benefit of the Required Lenders, on the date of the Accession Deed to which it is a party.

4.1.1 Save as expressly provided for in any disclosure schedule provided in accordance with the terms of the Collateral Agreement, the Chargors are the sole unfettered legal and beneficial owners of all the Collateral now owned or hereafter acquired by them, and such Collateral is free from all Liens whatsoever, other than any Lien permitted pursuant to the terms of the Term Loan Credit Agreement and the Security, whether voluntarily or involuntarily created and whether or not perfected.

4.1.2

4.1.2.1 The Chargors have a full title guarantee of all the Property that is subject to a mortgage in favour of the Administrative Agent (if any). Any such Property with a fair market value of US \$ [•] or more, as determined by the relevant Chargor in its reasonable business judgment with respect to such Property currently owned, or if after acquired, based on the purchase price of such Property, is subject to compliance with clause 21 (Land Registry) of this Debenture and subject to a first priority perfected security interest in favour of the Administrative Agent and to no other Lien whatever, other than any Lien permitted pursuant to the terms of the Term Loan Credit Agreement.

4.1.2.2 Schedule 8 (or, in the case of any Subsidiary which grants security over its assets in favour of the Administrative Agent by executing an Accession Deed, Schedule 5 to the relevant Accession Deed) sets out all Property owned by the Chargors or in relation to which the Chargors have any interest as at the date of this Debenture (or as at the date of the relevant Accession Deed, as applicable).

4.1.3 None of the Collateral is the subject of any claim, assertion, infringement,

attack, right, action or other restriction or arrangement of whatever nature which could reasonably be expected to have a Material Adverse Effect.

- 4.1.4 All of the Inventory owned by the Chargors is and will be held for sale or lease, or to be furnished in connection with the rendition of services, in the ordinary course of its business, and is and will be fit for such purposes in all material respects. The Chargors will keep all Inventory in good and marketable condition, except for damaged or defective goods arising in the ordinary course of its business.

4.1.5

- 4.1.5.1 Save as expressly agreed otherwise in the Collateral Agreement, the Chargors are in possession of the whole of each of the Properties, none of which is vacant, and no other Person is in or actually or conditionally entitled to possession, occupation use or control of any of the Properties.

- 4.1.5.2 Save as expressly agreed otherwise in the Collateral Agreement, the Chargors have good and marketable title to each of the Properties and all original deeds and documents necessary to prove such title are in the possession or under the control of the Chargors.

- 4.1.5.3 No Chargor has either received notice of or is aware of any outstanding breach of covenant as regards any Property which could materially adversely affect its ability to continue to carry on its existing business from any Property in the same manner as at present and at the same cost or the value, saleability or use of any Property.

4.1.6

- 4.1.6.1 The relevant Chargor is the registered holder and the unfettered legal and beneficial owner of the Securities listed in Schedule 6 (or, in the case of any Subsidiary which grants security over its assets in favour of the Administrative Agent by executing an Accession Deed, in Schedule 4 to the relevant Accession Deed) specified against its name (if any) and as at the date of this Debenture (or the date of the relevant Accession Deed), no Chargor owns any other Securities other than Securities which are the subject of the Collateral Agreement.

- 4.1.6.2 (this sub-clause only takes effect 20 Business Days after the Closing Date) In relation only to direct Subsidiaries of any Chargor, the shares (if any) charged by the Chargors pursuant to this Debenture are all duly authorised, validly issued, fully paid and are not subject to any Lien (other than the Security and any other Lien permitted pursuant to the terms of the Term Loan Credit Agreement), option to purchase, pre-emption or similar right (other than such rights as may attach to the shares of the Joint Venture Companies pursuant to their respective articles of association at the date of this Debenture). Unless otherwise indicated in this Debenture or otherwise in writing to

the Administrative Agent, the Securities represent all of the issued and outstanding shares of such companies.

4.1.7

4.1.7.1 Apart from the Intellectual Property set out in Schedule 2 (or in the case of any Subsidiary which grants security over its assets in favour of the Administrative Agent by executing an Accession Deed, in Schedule 1 to the relevant Accession Deed), the Chargors do not own any unregistered Intellectual Property that is material to their businesses nor any registered Intellectual Property whatsoever.

4.1.7.2 The relevant Chargor is the sole legal, beneficial and (where relevant) registered owner free from Liens (other than any Lien permitted pursuant to the terms of the Term Loan Credit Agreement) of the Intellectual Property set out in Schedule 2 (or, in the case of any Subsidiary which grants security over its assets in favour of the Administrative Agent by executing an Accession Deed, in Schedule 1 to the relevant Accession Deed) against its name.

4.1.8 Each of the Schedules (and each of the Schedules to any Accession Deed) is true, complete and accurate in all material respects and not misleading in any material respect as at the date of this Debenture (or as at the date of the relevant Accession Deed, as applicable).

4.2 **Covenants relating to the Collateral**

Each Chargor covenants with the Administrative Agent (as agent and trustee as aforesaid) for the benefit of the Secured Parties that it will:

- 4.2.1 keep the Collateral in a good and substantial state of repair and in good working order and condition subject, in all cases, to any fair wear and tear except where failure to so maintain could not reasonably be expected to result in a Material Adverse Effect;
- 4.2.2 procure that no Person is registered as proprietor of any right or interest in respect of its Property (other than pursuant to this Debenture and other than Liens permitted pursuant to the terms of the Term Loan Credit Agreement) and that no new right, interest, matter or thing arises or is knowingly permitted under any of the paragraphs of Schedule 1, 3 or 12 to the Land Registration Act 2002 after the date of this Debenture;
- 4.2.3 promptly give written notice to the Administrative Agent if it receives any notice under section 146 of the Act or any proceedings are commenced against it for the forfeiture of any lease comprised in its Property;
- 4.2.4 (save as permitted (or not prohibited) pursuant to the terms of the Term Loan Credit Agreement) not;
 - 4.2.4.1 convey, transfer, assign, surrender or otherwise, dispose, of any interest (or agree to do any of the same) in its Property;
 - 4.2.4.2 grant any consent or licence to assign, underlet or part with

possession or occupation of its Property or any part thereof;

- 4.2.4.3 agree any rent review, accept any surrender or waive or vary any of the terms of any lease or tenancy relating to its Material Property from time to time (whether such lease is a lease under which it holds its Material Property or any lease superior thereto or derivative therefrom) or any of the terms of any guarantee, indemnity or other security in relation thereto (whether proprietary or by way of Personal covenant only);
- 4.2.4.4 (save as aforesaid) grant any licences for alterations to or for any change of use or user of its Material Property or any part thereof;
- 4.2.4.5 institute any proceedings for forfeiture in relation to any such lease or tenancy; or
- 4.2.4.6 release any lessee, tenant, guarantor, surety or provider of security from any of its obligations thereunder or in relation thereto.;
- 4.2.5 (save as permitted (or not prohibited) under the terms of the Term Loan Credit Agreement) not create or permit to arise or subsist any licence, interest or right to occupy in favour of, or share possession of any of its Material Property with, any third party and not exercise the powers of leasing and accepting surrenders of leases contained in sections 99 and 100 of the Act (whether in respect of any lease under which it holds its Property or any lease superior thereto or derivative therefrom);
- 4.2.6 to the extent required by section [5.11] of the Term Loan Credit Agreement, notify the Administrative Agent upon the acquisition by it from time to time of any Material Property and, without prejudice to the provisions of clause 10.1, on demand made to it by the Administrative Agent and at the cost of the relevant Chargor, execute and deliver to the Administrative Agent a legal mortgage (the terms of which shall be no more onerous than the terms contained in this Debenture) in favour of the Administrative Agent of any freehold properties which become vested in it after the date of this Debenture and all fixtures thereon to secure the payment and discharge of the Secured Obligations in such form as the Administrative Agent may require;
- 4.2.7 in respect of any freehold property which is now owned or hereafter acquired by any Chargor with a fair market value of US \$250,000 or more, as determined by the relevant Chargor in its reasonable business judgment with respect to such Property currently owned, or if after acquired, based on the purchase price of such Property, the title to which is registered at HM Land Registry or the title to which is required to be so registered, give HM Land Registry written notice of this Debenture in accordance with clause 21 and procure that notice of this Debenture is duly noted in the register to each such title;
- 4.2.8 comply with and restrain from making any application under the Planning Acts without the prior consent of the Administrative Agent (not to be unreasonably withheld) and comply without delay with all orders, regulations, notices and directives issued or made by any competent

authority, body or Person (whether or not having the force of law) which relate in any way to its Material Property or its use and enjoyment;

- 4.2.9 comply without delay with and pay when due all charges imposed by all statutes, statutory instruments, by-laws and other enactments relating to its Material Property and not do or suffer to be done any act or thing nor make any omission whereby its Material Property may become subject to any statutory charge which is or may be or become binding upon the Administrative Agent or any Person deriving title under or through the Administrative Agent and, in particular, will not enter into any onerous or restrictive obligations affecting its Material Property including, without limitation, planning agreements or obligations under the Planning Acts;
- 4.2.10 punctually pay and indemnify the Administrative Agent and (as a separate covenant for the benefit of the relevant Receiver) any Receiver, against all rents, rates, taxes, duties, assessments and other outgoings (including any which shall be wholly novel) from time to time payable in respect of any of its Collateral (including any of its Property by its owner or occupier, as the case may be);
- 4.2.11 hold on trust (and each Chargor hereby declares itself as a trustee accordingly) the amount of any statutory or other compensation (including the proceeds of any defective title, restrictive covenant or other indemnity policy or covenant relating to its Property) arising for its benefit from 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 and (without prejudice to any rights, debts, claims and/or obligations having priority to the obligations imposed by this Debenture) to pay the same to the Administrative Agent (acting as agent and trustee as aforesaid) in or towards payment and discharge of the Secured Obligations in accordance with the terms of or as contemplated by the Term Loan Credit Agreement;
- 4.2.12 within 10 Business Days after the receipt by a Chargor of any order, notice, direction, designation, or resolution served or given by any public, local or other authority with respect to its Material Property or the area in which it is situated, give written notice thereof to the Administrative Agent and (within 10 Business Days after demand) produce the same or a copy thereof to the Administrative Agent and, where appropriate, inform it of the steps taken or proposed to be taken to comply with any of the same and, at the request of the Administrative Agent (but at the cost of the relevant Chargor) make or join with the Administrative Agent in making such representations or objections against or in respect of any matter contained therein as the Administrative Agent shall deem expedient;
- 4.2.13 not, without the Administrative Agent's prior written consent, alter or remove any identifying symbol or number on the Equipment where that is likely to have a Material Adverse Effect; and
- 4.2.14 whilst an Event of Default is continuing and if the Administrative Agent reasonably believes (acting on advice received by it for such purpose) that the value of the Property is materially and adversely affected, grant the Administrative Agent or its representatives on request all such facilities within its power to enable the Administrative Agent or such representatives

to carry out investigations of title to the Property and enquiries into matters in connection therewith, such investigations and enquiries to be at the expense of the Chargors.

4.3 Other Covenants

Each Chargor covenants with the Administrative Agent (as agent and trustee as aforesaid) for the benefit of the Secured Parties that it will:

- 4.3.1 save where the Administrative Agent otherwise permits, upon request of the Administrative Agent, deposit with the Administrative Agent (or as it shall direct) and permit the Administrative Agent to hold and retain all deeds and documents of title relating to or constituting any of the Collateral and hold on trust for the Administrative Agent (acting as agent and trustee as aforesaid) any such deeds and documents not for the time being so deposited (and each Chargor hereby declares itself as trustee accordingly);
- 4.3.2 make all such filings and registrations and take all such other steps as may be necessary or desirable in connection with the creation, perfection or protection of the Security and pay all application, registration, renewal and other fees necessary or desirable for effecting, protecting, maintaining or renewing registrations in respect of any of the Collateral;
- 4.3.3 save as permitted expressly in the Term Loan Credit Agreement, not do or cause or permit to be done anything which may in any way materially depreciate, materially jeopardise or otherwise materially prejudice the value of the Security or the rights of the Administrative Agent or other Secured Parties under this Debenture; and
- 4.3.4 save as permitted (or not prohibited) in the Term Loan Credit Agreement, not amend, vary, supplement, replace, release, novate, waive, surrender, determine, discharge, rescind or avoid any of the Collateral nor compound, grant any time or other indulgence or otherwise deal with any of the Collateral nor purport to do so in circumstances where that is reasonably likely to have a Material Adverse Effect (and save, in the case of its assets charged by this Debenture by way of floating charge only, in the ordinary course of its operations).

5 MATERIAL CONTRACTS

5.1 Notice to counterparties

Each Chargor shall, at all times during the Security Period to the extent required by the Term Loan Credit Agreement:

- 5.1.1 promptly after the execution of this Debenture, or (as the case may be) promptly after the execution of any Material Contract entered into after the date of this Debenture, give notice to the other parties to the Material Contracts substantially in the form set out in Part C1 of Schedule 5 (Assignments) and deliver to the Administrative Agent a copy of each notice;
- 5.1.2 at any time whilst an Event of Default is continuing, promptly after request by the Administrative Agent give notice to the other parties to the Material

Contracts substantially in the form set out in Part C2 of Schedule 5 (Assignments) and deliver to the Administrative Agent a copy of each notice; and

- 5.1.3 at any time during the continuation of any Event of Default, use its reasonable endeavours to procure that each party (or, where such party is a subsidiary of a Loan Party, procure that each party) served with a notice under paragraph 5.1.2 above delivers to the Administrative Agent a written acknowledgment substantially in the form set out in Part C3 of Schedule 5 (Assignments) as soon as is practicable and in any event within 10 Business Days of being required to procure such acknowledgment.

5.2 Prior to Event of Default

Unless an Event of Default is continuing, the relevant Chargor may continue to deal with the relevant counterparties and may continue to exercise all its rights in respect of the Material Contracts including (subject to the Term Loan Credit Agreement) receiving and exercising all rights relating to proceeds of those Material Contracts.

5.3 Chargor acknowledgment

To the extent that any Chargor owes any liability to any other Chargor and the right to such liability is charged or assigned to the Administrative Agent as security for all or any part of the Secured Obligations, such Chargor acknowledges that this clause 5.3 shall constitute written notice of such Charge or assignment.

6 COLLECTION OF RECEIVABLES AND RELATED MATTERS

Each Chargor covenants with the Administrative Agent (as agent and trustee as aforesaid) for the benefit of the Secured Parties that it will except as expressly permitted by the Term Loan Credit Agreement:

- 6.1.1 collect (as agent of the Administrative Agent), get in and realise its Receivables in the ordinary course of its business on behalf of the Administrative Agent, pay the proceeds into a Receivables Account forthwith on receipt (and pending that payment hold these proceeds on trust for the Administrative Agent) and not release, exchange, compound, set off, grant time or indulgence or subordinate its rights in respect of any of its Receivables to the rights of any other Person in relation to debts owed to such Person or otherwise deal with its Receivables in favour of any Person (nor, in each such case, purport to do so) save in the ordinary course of its business and, in any event, not sell, assign, factor, discount or otherwise create or permit to subsist any Lien (other than a Lien permitted pursuant to the terms of the Term Loan Credit Agreement) over its Receivables in favour of any Person, nor purport to do so;

- 6.1.2 at any time during the continuation of any Event of Default and without prejudice to the generality of clause 10.1 and the requirements of clause 6.1.3 below, take such steps as the Administrative Agent may require to perfect the assignment of its Receivables assigned pursuant to clause 3.3 including, without prejudice to the generality of the foregoing and without prejudice to the Administrative Agent's right to do so, giving notice of any such assignment to any of the Persons (as the Administrative Agent shall specify) from whom such Receivables are due, owing or incurred by delivery to each such Person of a Notice of Assignment duly executed by it

and use its reasonable endeavours to procure that each such Person delivers to the Administrative Agent (if the Administrative Agent so requires) a written acknowledgement substantially in the form of the acknowledgement and agreement attached to the Notice of Assignment; and

- 6.1.3 as soon as reasonably practicable following the date of this Debenture in respect of any Receivables Account listed in Schedule 3 (or as soon as reasonably practicable following the date of any Accession Deed in respect of any Receivables Account listed in Schedule 2 to such Accession Deed) and as soon as reasonably practicable upon opening any new Receivables Account, deliver an Account Notice duly executed by it to the entity with which the relevant account is maintained and at any time during the continuation of any Event of Default, use its reasonable endeavours to procure that such entity delivers to the Administrative Agent a written acknowledgement substantially in the form of the acknowledgement and agreement attached to the Account Notice.

It is agreed that, while no Event of Default is continuing in respect of which the Administrative Agent has exercised its rights under clause 6.1.2:

- 6.1.3.1 all Receivables shall (subject to any restriction on the application of such proceeds contained in this Debenture or each other Loan Document), upon such proceeds being credited to a Receivables Account, be released from the fixed charge over Receivables created pursuant to clause 3.1 and/or automatically and immediately re-assigned (to the extent that an assignment of Receivables has been made under clause 3.3.2) and the relevant Chargor shall be entitled to withdraw such proceeds (provided that such withdrawal is in accordance with clause 6.1.1) from such Receivables Account provided that such proceeds shall continue to be subject to the floating charge created pursuant to clause 3.2 and the terms of this Debenture; and
- 6.1.3.2 each Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Receivables Account, subject to the terms of this Debenture and each other Loan Document.

7 INSURANCE

Promptly after execution of this Debenture, each relevant Chargor undertakes to give a Notice of Assignment to its insurers that it has assigned its rights under the Policies to the Administrative Agent under this Debenture and it will use its commercially reasonable endeavours for a period of 20 Business Days following the execution of this Debenture to procure that each insurer served with any such Notice of Assignment delivers written acknowledgment substantially in the form of the acknowledgment as set out in Part B2 of Schedule 5 (Assignments) and promptly returns such acknowledgment to the Administrative Agent.

8 INVESTMENTS

8.1 Covenants

Each Chargor covenants with the Administrative Agent (as agent and trustee as aforesaid) for the benefit of the Secured Parties that it will, without prejudice to the generality of the provisions of clause 15:

- 8.1.1 deposit with the Administrative Agent (or as it shall direct) as soon as reasonably practicable following the execution of this Debenture (in relation to the Securities listed in Schedule 6) or the Accession Deed to which it is a party (in relation to the Securities listed in Schedule 4 to such Accession Deed), and immediately upon receipt following its acquisition of any Investments in a direct Subsidiary and at any other time upon the Administrative Agent's request, all stock and share certificates or other documents evidencing an entitlement to such Investments together with stock transfer forms and executed in blank and left undated in respect of all such Securities on the basis that the Administrative Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any such time that it is permitted to do so in accordance with the terms of this Debenture while an Event of Default is continuing, to complete under its power of attorney given by clause 16 below the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other Person as it shall select, provided that, in the event of any such transfer being effected, neither the Administrative Agent nor any of its nominees shall be liable (other than in the case of gross negligence or wilful misconduct on the part of the Administrative Agent as determined by the final, non-appealable judgment of a court of competent jurisdiction) for any loss occasioned by any exercise or non-exercise of rights attached to such Investments or by any failure to report to the relevant Chargor any notice or other communication received in respect of such Investments;
- 8.1.2 Whilst an Event of Default is continuing, deposit with the Administrative Agent (or as it shall direct) all stock and share certificates or other documents evidencing an entitlement to any Investments other than the ones referred to under Clause 8.1.1 above together with stock transfer forms and executed in blank and left undated in respect of all such Securities on the basis that the Administrative Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any such time that it is permitted to do so in accordance with the terms of this Debenture while an Event of Default is continuing, to complete under its power of attorney given by clause 16 below the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other Person as it shall select, provided that, in the event of any such transfer being effected, neither the Administrative Agent nor any of its nominees shall be liable (other than in the case of gross negligence or wilful misconduct on the part of the Administrative Agent as determined by the final, non-appealable judgment of a court of competent jurisdiction) for any loss occasioned by any exercise or non-exercise of rights attached to such Investments or by any failure to report to the relevant Chargor any notice or other communication received in respect of such Investments;
- 8.1.3 immediately on conversion of any Securities from certificated to

uncertificated form, and on the creation or conversion of any other securities which are for the time being comprised in the Related Rights in or into uncertificated form, comply with such instructions or directions as the Administrative Agent may reasonably give in order to protect, perfect or preserve the Security;

- 8.1.4 (this sub-clause only takes effect 20 Business Days after the Closing Date) ensure that its Investments (as regards direct Subsidiaries of any Chargor) are at all times free from any restriction on transfer by the Administrative Agent or its nominee to perfect or enforce the Security and use all reasonable endeavours to procure that the board of directors of any Subsidiary in which any of its Investments are held approves any transfer of any of its Investments desired to be made by the Administrative Agent or its nominee in the exercise of the rights, powers and remedies conferred upon it by this Debenture or by law;
- 8.1.5 unless it is permitted to retain such Related Rights in accordance with the terms of this Debenture, upon the accrual, offer or issue of any Related Rights deriving from the Securities listed in Schedule 6 and any Investments in a direct Subsidiary of the relevant Chargors, and following whilst an Event of Default is continuing in respect of any other Investments, deliver to the Administrative Agent (or procure the delivery to the Administrative Agent of) all such Related Rights and the certificates and documents of title to or representing the same together with each of the documents required to be duly executed, completed and delivered under and in accordance with the terms of this clause 8;
- 8.1.6 take all action within its power to procure, maintain in effect and comply with all the terms and conditions of all approval authorisation, consents and registration necessary or appropriate to ensure and preserve the legal, valid, binding and enforceable nature of the Security and the ranking in priority thereto;
- 8.1.7 duly and promptly pay or procure the payment of all calls, instalments and other payments when due in respect of any of its Investments, provided that if any Chargor defaults in making any such payment, the Administrative Agent may (but shall not be obliged to) pay such amounts on behalf of that Chargor and shall be reimbursed by that Chargor immediately on demand; and
- 8.1.8 except to the extent not prohibited under the Term Loan Credit Agreement, not, without the prior written consent of the Administrative Agent, by the exercise of any voting rights or otherwise, permit or agree to any proposed compromise, capital reorganisation, conversion, exchange or repayment offer affecting or in respect of any of its Investments or to any variation of the rights attaching to or conferred by any of its Investments or to any conversion of any of its investments into an uncertificated security.

8.2 Voting Rights and Dividend Entitlement

- 8.2.1 At any time when the Security is enforceable in accordance with the terms of this Debenture, all dividends and other distributions paid or payable in connection with the Securities shall be paid directly to the Administrative Agent (or its nominee) for application in or towards the payment or discharge of the Secured Obligations in accordance with the terms of the

Term Loan Credit Agreement but before such time each Chargor shall be entitled to receive and retain all such dividends and other distributions; and

- 8.2.2 Subject to clause 8.3, unless the Security is enforceable in accordance with the terms of this Debenture, all voting and other rights attached to the Securities may be exercised by the relevant Chargor or, where the Securities have been registered in the name of the Administrative Agent or its nominee, as the relevant Chargor may direct in writing, and the Administrative Agent or its nominee shall execute any form of proxy or other document reasonably required in order for such Chargor to do so, provided, however, that no Chargor may exercise voting rights inconsistent with the terms of this Debenture or the Term Loan Credit Agreement or in any manner prejudicial to the interests of the Secured Parties under this Debenture.

8.3 Default Powers

At any time while the Security is enforceable in accordance with the terms of this Debenture and without any further consent or authority on the part of the Chargors, the Administrative Agent or its nominee may exercise (or refrain from exercising) at its discretion in the name of each Chargor (or the registered holder thereof) in respect of any of the Securities any voting rights and any powers or rights which may be exercised by the Person or Persons in whose name or names the Securities are registered or who is the holder or bearer of them.

8.4 Continuing Liabilities

Subject to due notification thereof by the Administrative Agent where the Securities are registered in the Administrative Agent's name (or that of its nominee) in accordance with the terms of this Debenture, it is expressly agreed that each Chargor shall remain liable to observe and perform all of the conditions and obligations attaching to any of the Securities including the payment of any sum due in respect of the Securities.

8.5 No Obligation

The Administrative Agent shall not be required to perform or fulfil any obligation of the Chargors in respect of the Investments or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or the Chargors, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may have been or to which it may be entitled under this Debenture at any time or times.

8.6 Retention of Documents

The Administrative Agent may retain any document delivered to it under this Debenture until the Security is released in accordance with the terms of this Debenture and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Chargor require that the relevant document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice in so far as it is able to do so.

9 NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Each Chargor undertakes in favour of the Administrative Agent (as agent and trustee as aforesaid) for the benefit of the Secured Parties that it will not, save as permitted pursuant to (or not prohibited by) the terms of the Loan Documents:

- 9.1.1 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
- 9.1.2 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 each Chargor charged by this Debenture by way of floating charge only).

10 FURTHER ASSURANCE AND PERFECTION OF SECURITY

10.1 Further Assurance

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

- 10.1.1 each Chargor shall, at its own expense, promptly following a reasonable request by the Administrative Agent (acting on the instructions of the Required Lenders or Secured Parties as appropriate) 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:
 - 10.1.1.1 perfecting the security created (or intended to be created) by this Debenture over any Collateral (including for the avoidance of doubt (but whilst an Event of Default 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 Chargor 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
 - 10.1.1.2 after the security constituted by this Debenture has become enforceable in accordance with the terms of this Debenture, facilitating the realisation 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 10.1.1.1 above, 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, each Chargor shall provide the Administrative Agent with all information and assistance as the Administrative Agent may reasonably require for perfecting the security created (or intended to be created) by this Debenture over any Collateral referred to in the Schedules hereto);

- 10.1.2 the documents referred to in clause 10.1.1 above shall be in such form and contain such provisions as the Administrative Agent (on the instructions of the Required Lenders or Secured Parties as appropriate) reasonably requires. The obligations of each Chargor under clause 10.1.1 above and this clause 10.1.2 shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this 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;
- 10.1.3 each Chargor as registered proprietor appoints the Administrative Agent as its agent to apply for the particulars of this Debenture and of the Secured Parties' interest in its existing trademarks, patents and trademark applications and any future trademarks, patents or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor, 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 each Chargor agrees to execute all documents and forms required to enable those particulars to be entered in the Register of Trade Marks; and
- 10.1.4 each Chargor acknowledges the right of the Administrative Agent, or any duly authorised agent of the Administrative Agent, at the cost and expense of the Chargor, to take all or any of the actions set out in clause 10.1.3 above in the event that the Chargor fails to do so promptly after a reasonable request.

10.2 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 this clause 10.

10.3 Conversion of Floating Charge

- 10.3.1 Subject to clause 10.3.5 below, without prejudice to the Security, the Administrative Agent may at any time by notice in writing to a Chargor convert the floating charge created by it pursuant to clause 3.2 with immediate effect into a fixed charge or legal assignment as regards all or any of the Collateral specified in the notice:
 - 10.3.1.1 whilst an Event of Default is continuing and which is not an event described in clause 10.3.2 below; or
 - 10.3.1.2 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
 - 10.3.1.3 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.

- 10.3.2 Subject to clause 10.3.5 below, the floating charge created by a Chargor pursuant to clause 3.2 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 such Chargor:
- 10.3.2.1 on the convening of any general meeting of the members of such Chargor for the purposes of passing any resolution for its winding-up, dissolution, compromise, arrangement or reconstruction; or
 - 10.3.2.2 if the Administrative Agent receives notice of an intention to appoint an administrator (as contemplated by the Insolvency Act 1986); or
 - 10.3.2.3 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 such Chargor 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
 - 10.3.2.4 if such Chargor fails to comply with its obligations under clause 9.1.1; or
 - 10.3.2.5 upon any Person taking any step with a view to levying distress against any of the Collateral of such Chargor or any judgment creditor taking any step with a view to enforcing against any of the Collateral of such Chargor a judgment obtained against it whether by a warrant of execution, writ of fieri facias, garnishee order, charging order or otherwise.
 - 10.3.2.6 if any other floating charge created by such Chargor crystallises for any reason.
- 10.3.3 The giving by the Administrative Agent of a notice pursuant to clause 10.3.1 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.
- 10.3.4 On the giving by the Administrative Agent of a notice pursuant to clause 10.3.1 or the conversion of a floating charge into a fixed charge pursuant to clause 10.3.2, each Chargor 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.
- 10.3.5 The floating charge granted by each Chargor pursuant to clause 3.2 shall not, either by notice given by the Administrative Agent under clause 10.3.1 above or automatically under clause 10.3.2 above, be converted into fixed charges over any Collateral or otherwise, crystallize solely as a result of:

10.3.5.1 the obtaining of a moratorium by such Chargor; or

10.3.5.2 anything done by such Chargor 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 such Chargor.

10.4 Security in Jeopardy

If at any time it shall appear to the Administrative Agent (acting reasonably) that any of the Collateral is reasonably likely to be subject to seizure, distress, attachment, execution, diligence or other legal process, or that the Security shall for any other reason be in jeopardy in any material respect, the Administrative Agent shall be entitled without notice to the Chargors to take possession of and hold the same or to appoint a Receiver of such Collateral. The provisions of clause 11 shall govern the appointment, removal and powers of a Receiver appointed under this clause 10.4 as if it were a Receiver appointed under clause 11 and each Chargor shall, at its own expense, promptly execute, such deeds and other agreements and otherwise take whatever action the Administrative Agent may require in order to enable the Administrative Agent to exercise its rights contained in this clause 10.4.

11 RECEIVER

11.1 Appointment of Receiver

Subject as provided below, if:

11.1.1 any Chargor requests in writing that a Receiver be appointed; or

11.1.2 any Event of Default is continuing,

then at any time or times thereafter the Security shall be enforceable and (without prejudice to any of its other rights under this Debenture) the Administrative Agent may by writing appoint any Person or Persons to be a Receiver or an administrator (as appointed under Schedule B1 of the Insolvency Act) of any of the Collateral and of the rights of the Administrative Agent contained in this Debenture in relation thereto. Section 109(1) of the Act and any other restriction imposed by law on the right of a mortgagee to appoint a Receiver shall not apply to this Debenture. Notwithstanding the foregoing, the Administrative Agent may not appoint a Receiver to a Chargor solely as a result of:

11.1.2.1 the obtaining of a moratorium by such Chargor; or

11.1.2.2 anything done by such Chargor 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 such Chargor.

11.2 Joint Receivers

Where two or more Persons are appointed to be a Receiver, the Administrative Agent may in the appointment declare whether any act required or authorised to be done by a Receiver is to be done by anyone or more of them for the time being holding office and, subject thereto, any such Persons may act jointly and/or severally.

11.3 General Powers of Receiver

Any Receiver of any of the Collateral shall (subject to any limitations or restrictions which the Administrative Agent may in its absolute and unfettered discretion incorporate in the deed or other instrument appointing him but notwithstanding the liquidation, winding-up, or dissolution at any time of any Chargor and whether or not any such Receiver shall be an administrative receiver) have:

- 11.3.1 all the powers conferred from time to time on receivers (whether administrative receivers or otherwise), mortgagors and mortgagees in possession by law and/or statute (including the Act and the Insolvency Act) so that the provisions set out in Schedule 1 to the Insolvency Act shall extend to every Receiver, whether or not an administrative receiver;
- 11.3.2 power on behalf and at the cost of the relevant Chargor and whether in the name of the relevant Chargor or otherwise to exercise all the powers and rights of an absolute owner and do or omit to do anything which the relevant Chargor could do or omit to do or could have done or omitted to do but for any incapacity or the appointment of a liquidator, administrator or like officer in relation to the relevant Chargor or the Collateral; and
- 11.3.3 power to use the name of the relevant Chargor in connection with the exercise of any of such powers and, without prejudice to the generality of the provisions of clauses 11.3.1 and 11.3.2, on behalf and at the cost of, and in the name of the relevant Chargor or otherwise, the powers referred to in clause 11.4.

11.4 Specific Powers of Receiver

Any Receiver shall, in relation to the relevant Chargor and the Collateral in respect of which it is appointed, have the power to:

- 11.4.1 carry on, manage, develop, reconstruct, amalgamate or diversify (or concur in managing, developing, reconstructing, amalgamating or diversifying) the business of the relevant Chargor or any part thereof or concur in so doing;
- 11.4.2 purchase, acquire, accept a lease or licence of and/or any other interest in and/or develop or improve properties or other assets without being responsible for loss or damage;
- 11.4.3 raise or borrow any money (including, without limitation, money for the completion, with or without modification, of any building on the Property in the course of construction and any development or project in which the relevant Chargor was engaged) from, or incur any other liability to, the Administrative Agent and/or others on such terms as he may think fit and secure the payment of any such money and liabilities, whether or not in priority to the Secured Obligations, in such manner as he shall think fit and with or without any Lien on or affecting any of such Collateral and enter into any form of hedging arrangement, whether in relation to any such borrowing or any Secured Obligation or otherwise, on such terms as he shall think fit;
- 11.4.4 without the restrictions imposed by section 103 of the Act, or the need to observe any of the provisions of sections 99 and 100 of the Act, sell by public auction or private contract, convey, transfer, assign, let, surrender or

accept surrenders, grant licences or otherwise dispose of or deal with such Collateral or concur in so doing in such manner, for such consideration and generally on such terms and conditions as he may think fit;

- 11.4.5 sever plant, machinery and other fixtures and sell them separately from that part of any Property containing them and pending any such sale use the same without cost to the Receiver and without any liability to the relevant Chargor in connection with the use thereof;
- 11.4.6 promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring interests in such Collateral, or otherwise arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire any of such Collateral on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
- 11.4.7 make and effect such repairs, renewals and improvements to such Collateral as he may think fit and maintain, renew, take out or increase insurances;
- 11.4.8 appoint managers, agents, officers and employees for any of the purposes set out in clauses 11.3 and 11.4 or to guard or protect such Collateral at such salaries and commissions and for such periods and on such terms as he may determine and may dismiss the same;
- 11.4.9 make calls, conditionally or unconditionally, on the members of the relevant Chargor in respect of uncalled capital;
- 11.4.10 exercise for and on behalf of the relevant Chargor all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts 1927 to 1988 (inclusive) or any other legislation from time to time in force relating to rents in respect or any part of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised; and
- 11.4.11 sign any document, execute any deed and do all such other acts and things, whether in the name of the relevant Chargor or otherwise, in relation to, or as may be considered by him to be incidental or conducive to, any of the matters or powers aforesaid or to the protection and/or realisation of the security constituted or intended to be constituted by this Debenture.

11.5 Receiver as Agent

Any Receiver of any of the Collateral shall, so far as the law allows, be deemed to be the agent of the relevant Chargor for all purposes and the relevant Chargor shall be solely responsible for their acts, defaults, contracts, engagements, omissions, losses, liabilities, misconduct and remuneration and the Administrative Agent shall not (other than in the case of gross negligence or wilful misconduct, as determined by the final, non-appealable judgment of a court of competent jurisdiction, on the part of the Administrative Agent) be under any liability whatsoever in such regard.

11.6 Remuneration

The remuneration of the Receiver shall be such sum or rate payable in such manner as may be agreed between him and the Administrative Agent at or at any time after his appointment without being limited to the maximum rate specified in section 109(6) of the Act.

11.7 Removal

The Administrative Agent may from time to time remove any Receiver appointed by it and, in the case of an administrative receiver, may at any time and from time to time apply to the court for removal of any administrative receiver appointed by it and may, whenever it may deem it expedient, appoint or as the case may be apply to the court for the appointment of another qualified Person as a new Receiver in place of any Receiver whose appointment may for any reason have terminated.

11.8 Application of Proceeds

11.8.1 Subject to any applicable statutory requirement as to (i) the payment of preferential debts or (ii) the payment of unsecured creditors in accordance with section 176A of the Insolvency Act 1986, after the Collateral created under this Debenture has become enforceable the Administrative Agent or any Receiver shall apply monies received by them under this Debenture in the following order:

11.8.1.1 for the avoidance of doubt, first, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Administrative Agent and any Receiver under this Debenture or any other Loan Document or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, and any other costs and expenses incurred in connection with the exercise of any right or remedy herewith or under any other Loan Document and any and all fees owed to the Administrative Agent or any Receiver in their capacities as such pursuant to the Loan Documents or any costs or expenses which are incidental to any Receiver's appointment (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the Act) as permitted under section 2.08(c) of the Term Loan Credit Agreement in such order as the Administrative Agent shall in its absolute discretion decide; and

11.8.1.2 accordance with Section 2.08(c) of the Term Loan Credit Agreement.

11.8.2 clause 11.8.1 will override any appropriation made by a Chargor.

12 FINANCIAL COLLATERAL

To the extent that any of the Collateral constitutes **financial collateral** and this Debenture and the obligations of each Chargor hereunder constitute a **security financial collateral arrangement** (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226) (the **Regulations**)) the Administrative Agent shall have the right, at any time whilst an Event of Default is continuing, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be the market

price of the Collateral determined by the Administrative Agent by reference to a public index or by such other process as the Administrative Agent may reasonably select with the consent of the relevant Chargor (not to be unreasonably withheld), including independent valuation. The parties further agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

13 WHEN SECURITY BECOMES ENFORCEABLE

13.1 Security becomes enforceable whilst an Event of Default is continuing

The Security shall become immediately enforceable whilst an Event of Default is continuing.

13.2 Discretion

After the Security has become enforceable, the Administrative Agent may at its absolute discretion, acting on the Required Lenders' direction, enforce all or any part of that Security at the time, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the assets secured by the Security.

14 VARIATION AND EXTENSION OF STATUTORY POWERS

14.1 Statutory Powers Generally

The powers conferred on mortgagees or receivers (including administrative receivers) by the Act and the Insolvency Act shall apply to this Debenture except insofar as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the Act and/or the Insolvency Act and those contained in this Debenture the terms of this Debenture shall (so far as the law allows) prevail. For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Debenture.

14.2 Appointment of an Administrator

14.2.1 The Administrative Agent may, whilst an Event of Default is continuing, without notice to the Borrower and the Chargors, appoint any one or more persons to be an Administrator of any of the Chargors pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the Security becomes enforceable.

14.2.2 Any appointment under this clause 14.2 shall:

14.2.2.1 be in writing signed by a duly authorised signatory of the Administrative Agent; and

14.2.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

14.2.3 The Administrative Agent may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 14.2 appoint a replacement for any administrator who has died, resigned, been removed or who has vacated office upon ceasing to be

qualified.

14.3 Administrative Agent's General Powers

The restrictions contained in sections 93 and 103 of the Act shall not apply to the Security and the power of sale and other powers contained in section 101 of the Act and all other enforcement powers conferred in this Debenture with regard to the Security shall be immediately exercisable at any time during the continuation of an Event of Default and shall be varied and extended so that the Administrative Agent shall at any such time be entitled (without prejudice to any other rights or powers of a mortgagee) to exercise any of the powers conferred upon a Receiver by clause 11 and shall have the benefit of all the provisions of clause 11.

14.4 Mortgagee in Possession

It is agreed and declared that no exercise (whether by the Administrative Agent or any Receiver) of any of the powers contained in this Debenture shall render the Administrative Agent or any Receiver liable as mortgagee in possession in respect of any of the Collateral or liable for any loss or damage (including, without limitation, loss upon realisation of any of the Collateral) save where caused by gross negligence or wilful default on the part of the Administrative Agent or such Receiver, as applicable, as determined by the final, non-appealable judgment of a court of competent jurisdiction.

14.5 Protection for Third Parties

14.5.1 No Person (including a purchaser) dealing with the Administrative Agent, any Receiver or any of their respective agents or nominees will be concerned to enquire:

14.5.1.1 whether the Secured Obligations have become payable; or

14.5.1.2 whether any power which the Administrative Agent or any Receiver is purporting to exercise has become exercisable; or

14.5.1.3 whether any money remains due under the Loan Documents; or

14.5.1.4 how any money paid to the Administrative Agent or any Receiver is to be applied.

14.5.2 In the absence of bad faith on the part of such purchaser or other Person, such dealings shall be deemed, so far as regards the safety and protection of such purchaser or other Person, to be within the powers conferred by this Debenture and to be valid accordingly. The remedy of each Chargor in respect of any impropriety or irregularity in the exercise of such power shall be in damages only.

14.5.3 All the protections to purchasers and Persons dealing with receivers contained in sections 104, 107 and 109(4) of the Act shall apply to any Person purchasing from or dealing with the Administrative Agent or any Receiver.

14.5.4 The receipt of the Administrative Agent or any Receiver shall be a conclusive discharge to any purchaser of the Collateral.

14.6 Delegation

The Administrative Agent or any Receiver may at any time delegate by power of attorney or in any other manner to any Person or Persons any of the powers (including the power of attorney contained in clause 16.1), authorities and discretions which are for the time being exercisable by the Administrative Agent or any Receiver under this Debenture in relation to the Collateral. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as the Administrative Agent or Receiver may think fit. Neither the Administrative Agent nor any Receiver shall be in any way liable or responsible to the Chargors (other than in the case of gross negligence or wilful misconduct, as determined by the final, non-appealable judgment of a court of competent jurisdiction, on the part of the Administrative Agent) for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

14.7 Suspense Accounts

The Administrative Agent and any Receiver may at any time and from time to time place and keep (for such time as it or he shall consider prudent) any monies received, recovered or realised from the Chargors or in relation to any Collateral pursuant to this Debenture in a separate interest-bearing suspense account (to the credit of either the Chargors or the Administrative Agent as the Administrative Agent shall think fit) without any intermediate obligation on its part to apply the same or any part thereof in or towards the discharge of the Secured Obligations provided that if such monies are at any time sufficient to discharge the Secured Obligations in full, they shall be promptly so applied.

14.8 Administrative Agent's Power to Remedy Breaches

If at any time any Chargor fails to perform any of the covenants contained in this Debenture it shall be lawful for the Administrative Agent, but the Administrative Agent shall have no obligation, to take such action on behalf of the relevant Chargor (including, without limitation, the payment of money) as may in the Administrative Agent's reasonable opinion be required to ensure that such covenants are performed. Any losses, costs, charges and expenses incurred by the Administrative Agent in taking such action shall be reimbursed by the relevant Chargor immediately on written demand.

14.9 No Liability

In the execution or purported execution of the trusts and powers conferred on it under this Debenture, neither the Administrative Agent nor any Secured Party shall have any liability for any loss or damage arising by reason of any mistake or omission made in good faith or of any other act or omission, matter or thing whatever except for breach of trust arising from gross negligence or wilful misconduct, as determined by the final, non-appealable judgment of a court of competent jurisdiction, on the part of the Administrative Agent or (only in the case of such Secured Party) any Secured Party. Without prejudice to the foregoing, if the Administrative Agent or any Receiver enters into possession of the Collateral, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession. In no event shall the Administrative Agent or the Secured Parties be responsible for or liable for special or consequential loss of any kind irrespective of whether the Administrative Agent or the Secured Parties have been advised of the likelihood of such loss or damage and regardless of the form of action.

15 CONTINUATION AND PRESERVATION OF SECURITY

15.1 Subsequent Liens

If the Administrative Agent or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of:

15.1.1 any Lien other than a Lien permitted pursuant to the terms of the Term Loan Credit Agreement affecting the Collateral and/or the proceeds of sale thereof; or

15.1.2 the occurrence of any event specified in sections 7.01(g) and 7.01(h) of the Term Loan Credit Agreement,

the Administrative Agent or such other Secured Party may open a new interest-bearing account or accounts for each Chargor in its books. If the Administrative Agent or such other Secured Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice (unless it gives express notice to the contrary to the relevant Chargor). As from that time all payments made to the Administrative Agent or such other Secured Party will (in the absence of any express appropriation to the contrary) be credited or be treated as having been credited to the new account and will not operate to reduce the Secured Obligations.

15.2 Waiver of Defences

Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Collateral shall be deemed to be a principal security for the Secured Obligations. The liability of each Chargor under this Debenture shall not be discharged, impaired or otherwise affected by any circumstance, act, omission, matter or thing which but for this provision might operate to reduce, release, prejudice or otherwise exonerate each Chargor from its obligations under the Loan Documents in whole or in part, including without limitation and whether or not known to any Loan Party, the Administrative Agent or any other Person:

15.2.1 the winding-up, dissolution, administration, re-organisation, amalgamation, merger or reconstruction of any Chargor or any other Person or any change in its status, function, control or ownership; or

15.2.2 any time, indulgence, concession, waiver or consent granted to, or composition with, any Chargor or any other Person; or

15.2.3 the release of any Chargor or any other Person under the terms of any composition or arrangement with any creditor of any Chargor or any of its Affiliates; or

15.2.4 the taking, variation, compromise, exchange) renewal or release of, or refusal or neglect to perfect, take-up or enforce, any rights against, or security over, the assets of any Chargor or any other Person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to release or to realise the full value of any security; or

15.2.5 any legal limitation, disability, incapacity or lack of power, authority or legal

Personality of or dissolution or change in the members or status of, or other circumstance relating to, any Chargor or any other Person; or

- 15.2.6 any variation (however fundamental and whether or not involving any increase in the liability of any Chargor or any other Loan Party thereunder) or replacement of any Loan Document or any other document or security; or
- 15.2.7 any unenforceability, illegality, invalidity or frustration of any obligation of any Chargor or any other Person under any Loan Document or any other document or security, or any failure of any Chargor or any other Loan Party to become bound by the terms of any other Loan Document, in each case whether through any want of power or authority or otherwise; or
- 15.2.8 any postponement, discharge, reduction, non-provability or similar circumstances affecting any obligation of any Chargor or any other Loan Party under a Loan Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order,

so that each Chargor's obligations under this Debenture remain in full force and effect and that this Debenture shall be construed accordingly as if there were no such circumstance, act, omission, matter or thing.

15.3 Chargor Intent

Without prejudice to the generality of clause 15.2 (Waiver of Defences), each Chargor expressly confirms that it intends that the Security created by it under this Debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

15.4 Immediate Recourse

Each Chargor waives any right it may have of first requiring the Administrative Agent (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security in respect of the Secured Obligations or claim payment from any Person before enforcing the Security. This waiver applies irrespective of any law or provision of the Loan Documents to the contrary.

15.5 Non-competition

Subject as provided below or in any Loan Document, until the Administrative Agent is satisfied that all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or the enforcement of the Security created by this Debenture:

- 15.5.1 to exercise any right of set off against any Loan party; and/or

- 15.5.2 to claim or prove as a creditor of any Loan Party in competition with any Secured Party.

Each Chargor shall hold in trust for and forthwith pay or transfer to the Administrative Agent (acting as agent and trustee as aforesaid) any payment or distribution or benefit of security received by it contrary to the above. If any Chargor exercises any right of set off contrary to the above it will forthwith pay an amount equal to the amount set off to the Administrative Agent (acting as agent and trustee as aforesaid). Notwithstanding the foregoing, following any enforcement of the Collateral by the Administrative Agent under this Debenture, each Chargor will (at its own cost) promptly take such steps or actions as are referred to above as the Administrative Agent may from time to time stipulate.

15.6 Security held by the Chargors

Each Chargor warrants that it has not taken, and agrees that it will not take, from any other Loan Party or any Person party to any related security any Lien, guarantee, indemnity, bond or other assurance in respect of or in connection with its obligations under this Debenture, except to the extent set forth in section 6 of the Guarantee Agreement. If any Chargor takes any such Lien, guarantee, indemnity, bond or other assurance in contravention of this clause, it shall hold it on trust for the Secured Parties until such time as all of the Secured Obligations have been satisfied in full (and the Secured Parties are not under any further obligation, actual or contingent, to any Loan Party) and shall on a reasonable request promptly deposit the same with and/or charge the same to the Secured Parties in such manner as the Administrative Agent may reasonably require as security for the due and punctual payment, performance and discharge by the Chargors of the Secured Obligations.

15.7 Continuing Security

The Security constituted by this Debenture shall be a continuing security and will extend to the ultimate balance of the Secured Obligations notwithstanding any interim or intermediate payment, discharge or settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect (or be prejudiced or affected by) the security constituted by any Lien, guarantee or other assurance now or hereafter held by the Administrative Agent or any right or remedy of the Administrative Agent in respect of the same and shall not be in any way prejudiced or affected by the invalidity thereof, or by the Administrative Agent now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same, or any rights which it may now or hereafter have, or giving time for payment or indulgence or compounding with any other Person liable.

16 POWER OF ATTORNEY

16.1 Appointment

Each Chargor, by way of security, hereby irrevocably appoints the Administrative Agent and the Persons deriving title under it and separately any Receiver jointly or severally to be its attorney or attorneys for them (with full power of substitution and delegation) and in the name and on behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required:

- 16.1.1 for carrying out any obligations imposed on such Chargor by or pursuant to

this Debenture;

- 16.1.2 whilst an Event of Default is continuing, for carrying any sale, lease or other dealing whatsoever by the Administrative Agent or Receiver into effect;
- 16.1.3 whilst an Event of Default is continuing, for conveying or transferring any legal estate or other interest in land or any other property whatsoever;
- 16.1.4 whilst an Event of Default is continuing, for getting in all or any part of the Collateral; and
- 16.1.5 generally for enabling the Administrative Agent and any Receiver to exercise the respective powers, authorities and discretions conferred on them by or pursuant to this Debenture or by law.

The provisions of this clause 16.1 shall take effect as and by way of variation to the provisions of sections 109(6) and 109(8) of the Act which provisions as so varied and extended shall be deemed incorporated in this Debenture as if they related to a receiver of the Collateral and not merely a receiver of the income thereof.

16.2 Ratification

Each Chargor covenants with the Administrative Agent, for the benefit of the Secured Parties and separately with any Receiver that, on a reasonable request, it will ratify and confirm all security agreements, documents and acts and all transactions properly entered into by the Administrative Agent or any Receiver (or by each Chargor at the instance of the Administrative Agent or any Receiver) in the exercise or purported exercise of its or his powers set out in clause 16.1 above and each Chargor irrevocably acknowledges and agrees that the power of attorney contained in clause 16.1 is given to secure the proprietary interest of, and the performance of obligations owed to, the respective donees within the meaning of the Powers of Attorney Act 1971.

16.3 Delegation

Each of the Administrative Agent and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Debenture (including the power of attorney set out in clause 16.1 (Power of attorney) above) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.

17 INDEMNITIES

17.1 General indemnity

- 17.1.1 Each Chargor shall indemnify the Administrative Agent, the other Secured Parties, any Receiver and their respective officers, managers, agents and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them, in accordance with section 9.03 of the Term Loan Credit Agreement.
- 17.1.2 Each Chargor shall pay interest at the Default Rate on the sums payable under this clause from the date on which the liability was incurred to the

date of actual payment (both before and after judgment).

17.2 Indemnity out of the Collateral

The Administrative Agent, the other Secured Parties, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Collateral in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in clause 17.1 (General indemnity).

17.3 Taxes

The provisions of section 2.07 of the Term Loan Credit Agreement shall apply to each Chargor and be made for the benefit inclusively of any Receiver *mutatis mutandis*.

18 WAIVERS AND REMEDIES

18.1 Waivers

No failure or delay by any Secured Party (or the Administrative Agent on their behalf) in exercising any right or remedy shall operate as a waiver thereof, nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy as though no waiver had been made and no relaxation or indulgence granted. The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

18.2 Severability

If any provision of this Debenture shall be prohibited, illegal, invalid or unenforceable under applicable law, it shall be ineffective only to such extent and in the relevant jurisdiction, without invalidating or otherwise detrimentally affecting the remainder of this Debenture.

19 REINSTATEMENT AND RELEASE

19.1 Reinstatement

Any settlement or discharge under this Debenture between the Chargors and the Administrative Agent or the Secured Parties (or any of them) shall be conditional upon no security or payment to the Administrative Agent or the Secured Parties (or any of them) by any Loan Party or any Chargor or any other Person on behalf of any Loan Party or, as the case may be, any Chargor being avoided or set aside or ordered to be refunded or reduced by or pursuant to any applicable law or regulation and, if such condition is not satisfied, the Administrative Agent and/or the Secured Parties shall be entitled to recover from the Chargors on demand the value of any such security or the amount of any such payment as if such settlement or discharge had not occurred. The Administrative Agent or any other Secured Party may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

19.2 Release

This Debenture and the Security will terminate and be released and the Collateral shall be released, discharged and re-assigned as provided in section [8.11] of the Term Loan Credit Agreement.

20 CURRENCY

Any amount received or recovered by the Administrative Agent (as agent and trustee as aforesaid) in respect of any sum expressed to be due to it from the Chargors under this Debenture in a currency other than the currency (the **contractual currency**) in which such sum is so expressed to be due (whether as a result of, or of the enforcement of, any judgment or order of a court or tribunal of any jurisdiction, the winding-up of any Chargor or otherwise) shall only constitute a discharge to the Chargors to the extent of the amount of the contractual currency that the Administrative Agent is able, in accordance with normal banking procedures, to purchase with the amount of the currency so received or recovered on the date of receipt or recovery (or, if later, the first date on which such purchase is practicable). If the amount of the contractual currency so purchased is less than the amount of the contractual currency so expressed to be due the Chargors shall fully indemnify the Administrative Agent against any loss sustained by it as a result, including the cost of making any such purchase and if the amount of the contractual currency so purchased exceeds the sum originally due to the Administrative Agent (as agent and trustee as aforesaid) in contractual currency, the Administrative Agent agrees to remit such excess to the applicable Chargor(s).

21 LAND REGISTRY

21.1 Unregistered Property

In the case of any Property with a fair market value of US \$250,000 or more, as determined by the relevant Chargor in its reasonable business judgment with respect to such Property currently owned, or if after acquired, based on the purchase price of such Property, which is not registered at the Land Registry and is not required to be so registered, the Chargors will promptly apply to register this Debenture and the Security at the Land Charges Registry.

21.2 Existing and Future Property

In respect of any Property with a fair market value of US \$250,000 or more, as determined by the relevant Chargor in its reasonable business judgment with respect to such Property currently owned, or if after acquired, based on the purchase price of such Property (other than Property constituting Excluded Assets) the title to which is registered at the Land Registry and in respect of any other registered titles against which this Debenture should be registered or noted, including any such Property which will be subject to compulsory first registration by virtue of this Debenture, the Chargors shall promptly:

- 21.2.1 apply to the Land Registry for first registration of such Property (if it is not already so registered) and registration of the Chargors as proprietor of that Property;
- 21.2.2 apply to the Land Registry to register the first legal mortgage, first fixed charge and all other Security created by clause 3.1.1;
- 21.2.3 submit to the Land Registry the duly completed Form RX1 requesting a restriction in the following terms to be entered on the register of the title to

that Property in respect of the Security created by clause 3.1.1:

'No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] 2016 in favour of Wilmington Trust, National Association' and

21.2.4 pay all appropriate registration fees,

or, if the Administrative Agent gives notice to Core MG that the Administrative Agent will submit the relevant forms to the Land Registry, the Chargors shall promptly provide the Administrative Agent with all duly completed forms reasonably requested by the Administrative Agent and all appropriate registration fees.

21.3 Legal Charge

As security for the Secured Obligations, each Chargor shall, subject to the terms of this Debenture and in particular clause 3.4, promptly execute and deliver to the Administrative Agent such legal charge of such of its Property with a fair market value of US \$250,000 or more, as determined by the relevant Chargor in its reasonable business judgment with respect to such Property currently owned, or if after acquired, based on the purchase price of such Property (other than Excluded Assets) from time to time as the Administrative Agent requires save to the extent such Property is effectively charged by way of first legal mortgage and all appropriate registrations have been completed. The relevant Chargor shall apply, as soon as practicable (and in any event within any applicable legal time limit for such registrations), for registration of any such legal charge in the same way as set out in clauses 21.2.1 to 21.2.4 unless the Administrative Agent gives notice to that Chargor in relation to registration of such legal charge in the same way as set out in clause 21.2. Any security document required to be executed by a Chargor pursuant to this clause 21.3 will contain clauses corresponding to the provisions set out in this Debenture.

21.4 Title Information Document

On completion of the registration of any Security pursuant to this clause 21, the relevant Chargor shall promptly supply to the Administrative Agent a certified copy of the relevant Title Information Document issued by the Land Registry (unless the Administrative Agent has given the notice referred to in clause 21.2).

21.5 Exempt Information

The Chargors agree not to lodge the Term Loan Credit Agreement, any other Loan Document or any other incorporated document at the Land Registry without the Administrative Agent's consent (but excluding for the purposes of this clause 21.5 of the Debenture or any other legal charge creating security over any Property which the Chargors shall lodge at the Land Registry in accordance with this Debenture). If the Land Registry requests any such document to be lodged with it by formal requisition or otherwise the Chargors agree not to lodge such document without an application on Form EX1 in form satisfactory to the Administrative Agent to treat that document as an exempt information document.

21.6 Consents

The Chargors will, as soon as reasonably practicable after the date of this Debenture, provide the Administrative Agent with a list of all those consents and/or waivers against forfeiture which are necessary to enable any of the Properties of the Chargors to be fully and effectively mortgaged and/or charged pursuant to clause 3.1 of this Debenture and will promptly provide copies of any such consents and/or waivers obtained to the Administrative Agent.

22 ADMINISTRATIVE AGENT AS TRUSTEE

This Debenture is one of the Loan Documents. The Administrative Agent is party to this Debenture in its capacity as agent and trustee for and on behalf of itself and the Secured Parties pursuant to the terms and conditions of the Term Loan Credit Agreement. As between the Administrative Agent and the Secured Parties the terms and conditions of the Term Loan Credit Agreement which apply to the Administrative Agent under that agreement also apply to it as Administrative Agent under this Debenture.

22.1 Declaration of Trust

The Administrative Agent declares that it shall hold the Collateral on trust for those entities which are from time to time Secured Parties, to the extent that such Collateral purports to secure the Secured Obligations.

22.2 Rights

The Administrative Agent may rely on, exercise and be protected by the discretions, protections, powers and rights conferred on trustees, mortgagees or receivers under the Act, the Trustee Acts 1925 and 2000 (the **Trustee Acts**), the Trustee Investment Act 1962 and the Insolvency Act 1986.

22.3 Duties

Each of the parties to this Debenture agree that the Administrative Agent shall have only those duties, obligations and responsibilities expressly specified in this Debenture or any other Loan Document (and no others shall be implied).

22.4 Conflicts

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Administrative Agent in relation to the trusts constituted by this Debenture. Where there are any inconsistencies between the Trustee Acts and the provisions of this Debenture, the provisions of this Debenture shall, to the extent allowed by the law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Debenture shall constitute a restriction or exclusion for the purposes of that Act.

22.5 Resignation and Replacement

Any resignation or replacement of the Administrative Agent or any appointment of a successor to the Administrative Agent shall take effect in accordance with the provisions of the Term Loan Credit Agreement save that no resignation of the Administrative Agent as trustee hereunder shall take effect unless at least one other trustee has been appointed.

22.6 Winding up of Trust

If the Administrative Agent, with the approval of the Lenders, determines that (a) all of the Secured Obligations and all other obligations secured by this Debenture have been fully and finally discharged and (b) none of the Secured Parties are under any commitment, obligations or liability (whether actual or contingent) to make advances or provide other financial accommodation to any Loan Party pursuant to Loan Documents, the trusts set out in this clause 22 shall be wound up. Without prejudice to clause 19.2 (Release), at that time the Administrative Agent shall, at the request of and at the sole cost of the Chargors hereto, release, without recourse or warranty, all of the Collateral then held by it and the rights of the Administrative Agent under this Debenture, at which time each of the Administrative Agent, the Secured Parties and the Chargors shall be released from its obligations under this Debenture (save for those which arose prior to such winding-up).

23 NOTICES

23.1 General

All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in section [9.01] of the Term Loan Credit Agreement. All communications and notices hereunder to any Chargor shall be given to it in care of the Borrower, with such notice to be given as provided in section [9.01] of the Term Loan Credit Agreement.

23.2 Proof of Service

In proving service of a demand, notice, communication or other document served:

- 23.2.1 by post, it shall be sufficient to prove that such demand, notice, communication or other document was correctly addressed, full postage paid and posted; and
- 23.2.2 by fax, it shall be sufficient to prove that the fax was followed by such machine record as indicates that the entire fax was sent to the relevant number,

24 SET OFF

- 24.1 Any Secured Party may at any time whilst an Event of Default is continuing without giving notice to any Chargor:

- 24.1.1 set off or otherwise apply sums standing to the credit of a Chargor's accounts with that Secured Party (irrespective of the terms applicable to those accounts and whether or not those sums are then due for repayment to that Secured Party); and
- 24.1.2 set off any other obligations (whether or not then due for performance) owed by that Secured Party to a Chargor, in each case against any liability of that Chargor to the relevant Secured Party under the Loan Documents.

- 24.2 A Secured Party may exercise its rights under clause 24.1 notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it in its absolute discretion.

- 24.3 If the relevant obligation or liability is unliquidated or unascertained, the Secured

Party may set off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

25 TACKING

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Administrative Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrower on the terms and subject to the conditions of the Loan Documents.

26 ASSIGNMENTS AND TRANSFERS

- 26.1 The Chargors shall not be entitled to assign or transfer all or any of their rights or obligations under this Debenture without the prior consent of the Administrative Agent (not to be unreasonably withheld).
- 26.2 The Administrative Agent may at any time assign or otherwise transfer all or any part of its rights under this Debenture in accordance with the Loan Documents and each Chargor authorises the Administrative Agent to execute on its behalf any document required to effect the necessary transfer of rights and obligations.
- 26.3 Each Chargor consents to new Loan Parties becoming Chargors as contemplated by clause 27 and irrevocably appoints Core MG as its agent for the purposes of executing any Accession Deed on its behalf.

27 ACCESSION OF NEW CHARGORS

- 27.1 Core MG will procure that each Subsidiary (a **New Chargor**) which is required to do so by the terms of the Term Loan Credit Agreement executes an Accession Deed (subject to such amendments as may be required to ensure that no breach of law or regulation occurs as a result) and (if required) amends its articles of association to remove any restriction on the transferability of such Subsidiary's share upon the enforcement of the Security in respect thereof granted to the Administrative Agent.
- 27.2 The New Chargor shall become a Chargor if Core MG and the New Chargor deliver to the Administrative Agent a duly completed and executed Accession Deed.

28 MISCELLANEOUS

28.1 Partial Invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions, nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction, will in any way be affected or impaired.

28.2 Remedies and Waivers Cumulative

No failure to exercise, nor delay in exercising, on the part of the Administrative Agent, any right or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided in this

Debenture are cumulative and not exclusive of any rights or remedies provided by law.

28.3 Amendments and Waivers

Neither this Debenture nor any provision hereof or of any other Security Document may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with section [9.02] of the Term Loan Credit Agreement. The Administrative Agent may conclusively rely on a certificate of an officer of the Borrower as to whether any amendment contemplated by this clause is permitted.

29 GOVERNING LAW AND JURISDICTION

29.1 Governing Law

This Debenture and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

29.2 Jurisdiction of English courts

29.2.1 The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Debenture or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a **Dispute**).

29.2.2 The parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly will not:

29.2.2.1 argue to the contrary; or

29.2.2.2 initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.

IN WITNESS whereof the Chargors have duly executed this Debenture as a deed and intend to deliver and hereby delivers the same on the date first above written and, before such delivery, this Debenture has been duly signed on behalf of the Administrative Agent, in the manner appearing below.

SCHEDULE 1**CHARGORS**

Company	Place of Incorporation	Registered Number
Core MG	England and Wales	05389449
19 Entertainment Limited	England and Wales	01886042
19 Recordings Limited	England and Wales	03602651
19 TV Limited	England and Wales	03478214
19 Merchandising Limited	England and Wales	03695399
19 Management Limited	England and Wales	04379115
19 Productions Limited	England and Wales	03493656
19 Touring Limited	England and Wales	04368840
Core Group Productions Limited	England and Wales	05020202
Double Vision Film Limited	England and Wales	4347221

SCHEDULE 2

INTELLECTUAL PROPERTY

Part I Patent and Patent Applications

NONE AS OF THE DATE OF THIS DEBENTURE

Part II Trade Mark Applications and Registrations

Entity	Mark	Registration No.	Registration Date	Jurisdiction
19 Entertainment Limited (UK)	Carrie Underwood	3868906	4/22/08	U.S.
19 Entertainment Limited (UK)	I Dream	3933704	3/22/11	U.S.
19 Entertainment Limited (UK)	If I Can Dream (stylized)	3924469	3/1/11	U.S.
19 Entertainment Limited (UK)	Superstars of Dance	4063712	11/29/11	U.S.
19 Entertainment Limited (UK)	Carrie Underwood	3868906	4/22/08	U.S.
19 Entertainment Limited (UK)	I Dream	3933704	3/22/11	U.S.
19 Entertainment Limited (UK)	Superstars of Dance	4063712	11/29/11	U.S.
19 Entertainment Limited (UK)	SYTYCD	3919384	2/15/11	U.S.
19 Entertainment Limited (UK)	If I Can Dream	3870192	11/2/10	U.S.
19 Entertainment Limited (UK)	If I Can Dream	3870191	11/2/10	U.S.
19 Entertainment Limited (UK)	So You Think You Can Dance	3743805	2/2/10	U.S.
19 Entertainment Limited (UK)	So You Think You Can Dance	3387351	2/26/08	U.S.
19 Entertainment Limited (UK)	So You Think You Can Dance	3458648	7/1/08	U.S.
19 Entertainment Limited (UK)	So You Think You Can Dance	3194223	1/2/07	U.S.
19 Entertainment Limited (UK)	So You Think You Can Dance	3700424	10/20/09	U.S.
19 Entertainment Limited (UK)	So You Think You Can Dance	3648958	6/30/09	U.S.
19 Entertainment Limited (UK)	So You Think You Can Dance	3193211	1/2/07	U.S.
19 Entertainment Limited (UK)	American Juniors	TMA639337	5/9/05	Canada
19 Entertainment Limited (UK)	I Dream	TMA768692	6/3/10	Canada
19 Entertainment Limited (UK)	So You Think You Can Dance	TMA868530	1/8/14	Canada
19 Entertainment Limited (UK)	So You Think You Can Dance	1017/2007	9/5/07	Iceland

19 Entertainment Limited (UK)	So You Think You Can Dance	200736892	6/11/08	Turkey
19 Entertainment Limited (UK)	Channel Bee	007193071	8/20/09	EU
19 Entertainment Limited (UK)	If I Can Dream	007474182	7/28/10	EU
19 Entertainment Limited (UK)	If I Can Dream (and Design)	007504228	9/30/10	EU
19 Entertainment Limited (UK)	If I Can Dream (and Design)	008751539	1/26/10	EU
19 Entertainment Limited (UK)	If I Can Dream	008998163	3/29/10	EU
19 Entertainment Limited (UK)	So You Think You Can Dance	007439631	7/21/09	EU
19 Entertainment Limited (UK)	So You Think You Can Dance (and Design)	005422316	9/11/07	EU
19 Entertainment Limited (UK)	So You Think You Can Dance	005423504	8/22/07	EU
19 Entertainment Limited (UK)	Superstars of Dance and Design	008586571	4/5/10	EU
19 Entertainment Limited (UK)	Superstars of Dance	007444573	5/27/10	EU
19 Entertainment Limited (UK)	The Earth Car	005354981	9/12/07	EU
19 Entertainment Limited (UK)	So You Think You Can Dance	TN-E-2007-1646	3/3/09	Tunisia
19 Entertainment Limited (UK)	So You Think You Can Dance	72578	7/14/07	Algeria
19 Entertainment Limited (UK)	So You Think You Can Dance	199787	5/10/09	Israel
19 Entertainment Limited (UK)	So You Think You Can Dance	199785	5/10/09	Israel
19 Entertainment Limited (UK)	So You Think You Can Dance	199788	5/10/09	Israel
19 Entertainment Limited (UK)	So You Think You Can Dance	95293	5/22/08	Jordan
19 Entertainment Limited (UK)	So You Think You Can Dance	95292	5/22/08	Jordan
19 Entertainment Limited (UK)	So You Think You Can Dance	95291	5/22/08	Jordan
19 Entertainment Limited (UK)	So You Think You Can Dance	95290	5/22/08	Jordan
19 Entertainment Limited (UK)	So You Think You Can Dance	85326	5/1/07	Kuwait
19 Entertainment Limited (UK)	So You Think You Can Dance	85327	5/1/07	Kuwait
19 Entertainment Limited (UK)	So You Think You Can Dance	85328	5/1/07	Kuwait
19 Entertainment Limited (UK)	So You Think You Can Dance	85329	5/1/07	Kuwait
19 Entertainment Limited (UK)	So You Think You Can Dance	111918	7/14/07	Lebanon
19 Entertainment Limited (UK)	So You Think You Can Dance	110492	5/4/07	Morocco
19 Entertainment Limited (UK)	So You Think You Can Dance	62116	5/28/10	OAO
19 Entertainment Limited (UK)	So You Think You Can Dance	62115	5/28/10	OAO
19 Entertainment Limited (UK)	So You Think You Can Dance	46927	9/15/07	Oman
19 Entertainment Limited (UK)	So You Think You Can Dance	46928	9/15/07	Oman
19 Entertainment Limited (UK)	So You Think You Can Dance	46929	9/15/07	Oman

19 Entertainment Limited (UK)	So You Think You Can Dance	46930	9/15/07	Oman
19 Entertainment Limited (UK)	So You Think You Can Dance	2007/09567	5/9/07	South Africa
19 Entertainment Limited (UK)	So You Think You Can Dance	2007/09566	5/9/07	South Africa
19 Entertainment Limited (UK)	So You Think You Can Dance	2007/09564	5/9/07	South Africa
19 Entertainment Limited (UK)	So You Think You Can Dance	2007/09565	5/9/07	South Africa
19 Entertainment Limited (UK)	Motex and Design	35575	7/25/09	Yemen
19 Entertainment Limited (UK)	So You Think You Can Dance	35576	7/25/09	Yemen
19 Entertainment Limited (UK)	Al Badawi and Design	35574	7/25/09	Yemen
19 Entertainment Limited (UK)	Aden City Centre	38556	6/6/10	Yemen
19 Entertainment Limited (UK)	So You Think You Can Dance	1173657	4/27/07	Australia
19 Entertainment Limited (UK)	Superstars of Dance	1276264	12/8/08	Australia
19 Entertainment Limited (UK)	So You Think You Can Dance	6124944	3/7/10	China
19 Entertainment Limited (UK)	POP Goes English	2003B13248A	7/16/02	Hong Kong
19 Entertainment Limited (UK)	So You Think You Can Dance	A		
19 Entertainment Limited (UK)	So You Think You Can Dance	5242250	6/26/09	Japan
19 Entertainment Limited (UK)	So You Think You Can Dance (stylized)	07009110	5/18/07	Malaysia
19 Entertainment Limited (UK)	So You Think You Can Dance (stylized)	07009108	5/18/07	Malaysia
19 Entertainment Limited (UK)	So You Think You Can Dance (stylized)	07009109	5/18/07	Malaysia
19 Entertainment Limited (UK)	So You Think You Can Dance (stylized)	07009111	5/18/07	Malaysia
19 Entertainment Limited (UK)	So You Think You Can Dance	767498	6/12/08	New Zealand
19 Entertainment Limited (UK)	So You Think You Can Dance	4655	7/7/08	Philippines
19 Entertainment Limited (UK)	So You Think You Can Dance	450032183000	9/2/10	Republic of Korea
19 Entertainment Limited (UK)	So You Think You Can Dance	T0710486H	7/22/08	Singapore
19 Entertainment Limited (UK)	So You Think You Can Dance	T0710487F	7/22/08	Singapore
19 Entertainment Limited (UK)	So You Think You Can Dance	T0710484A	2/11/08	Singapore
19 Entertainment Limited (UK)	So You Think You Can Dance	T0710485Z	9/26/08	Singapore
19 Entertainment Limited (UK)	Pop goes English (archived)	01080361	1/16/04	Taiwan
19 TV Limited (UK)	American Idol	3911371	1/25/11	U.S.
19 TV Limited (UK)	American Idol	3357980	12/18/07	U.S.

19 TV Limited (UK)	American Idol	3845238	9/7/10	U.S.
19 TV Limited (UK)	American Idol	3845240	9/7/10	U.S.
19 TV Limited (UK)	American Idol	3845239	9/7/10	U.S.
19 TV Limited (UK)	American Idol	2751431	8/12/03	U.S.
19 TV Limited (UK)	American Idol	2951733	5/17/05	U.S.
19 TV Limited (UK)	American Idol	3101422	6/6/06	U.S.
19 TV Limited (UK)	American Idol Logo	2715725	5/13/03	U.S.
19 TV Limited (UK)	American Idol Logo	2955077	5/24/05	U.S.
19 TV Limited (UK)	American Idol Logo	3142771	9/12/06	U.S.
19 TV Limited (UK)	American Idol Logo	3146138	9/19/06	U.S.
19 TV Limited (UK)	American Idol	3295322	9/18/07	U.S.
19 TV Limited (UK)	Idol	3352837	12/11/07	U.S.
19 TV Limited (UK)	Idol Gives Back	3821023	7/20/10	U.S.
19 TV Limited (UK)	Idol Gives Back	3814292	7/6/10	U.S.
19 TV Limited (UK)	Idol Gives Back logo	3870662	11/2/10	U.S.
19 TV Limited (UK)	Idol Gives Back logo	3870661	11/2/10	U.S.
19 TV Limited (UK)	MyIdol	3870660	11/2/10	U.S.
19 TV Limited (UK)	Mom Idol	3879172	11/23/10	U.S.
19 TV Limited (UK)	Mom Idol	3847886	9/14/10	U.S.
19 TV Limited (UK)	American Idols	4150278	5/29/12	U.S.
19 TV Limited (UK)	American Idols	4150276	5/29/12	U.S.
19 TV Limited (UK)	American Idol	948265	8/23/06	Mexico
19 TV Limited (UK)	American Idol	939551	6/23/06	Mexico
19 TV Limited (UK)	American Idol	966492	12/8/06	Mexico
19 TV Limited (UK)	Latin American Idol	909808	11/23/05	Mexico
19 TV Limited (UK)	Latin American Idol and Design	927375	3/30/06	Mexico
19 TV Limited (UK)	Latin American Idol and Design	927377	3/30/06	Mexico
19 TV Limited (UK)	Latin American Idol and Design	927378	3/30/06	Mexico
19 TV Limited (UK)	Latin American Idol and Design	927376	3/30/06	Mexico
19 TV Limited (UK)	Latin American Idol and Design	941323	6/29/06	Mexico
19 TV Limited (UK)	Music Idol	00066849	9/11/08	Bulgaria
19 TV Limited (UK)	HRVATSKA TRAZI ZVIJEZDU	Z20081414	8/7/09	Croatia
19 TV Limited (UK)	Hrvatski Idol	Z20040171	4/29/05	Croatia
19 TV Limited (UK)	Idols and Design	Z35686	3/31/06	Finland

19 TV Limited (UK)	A la Recherche de la Nouvelle Star	(03)3208587	2/7/03	France
19 TV Limited (UK)	A la Recherche de la Nouvelle Star	(02)3195828	11/25/02	France
19 TV Limited (UK)	A la Recherche de la Nouvelle Star	(03)3213307	3/5/03	France
19 TV Limited (UK)	A la Recherche de la Nouvelle Star	(03)3216055	3/19/03	France
19 TV Limited (UK)	La Nouvelle Star	(03)3244116	9/4/13	France
19 TV Limited (UK)	Nouvelle Star	(06)3428193	5/11/06	France
19 TV Limited (UK)	VIP Votre Idol Preferee	(03)3205484	1/22/03	France
19 TV Limited (UK)	Idol	570/2003	8/1/03	Iceland
19 TV Limited (UK)	Idols	648/2004	8/4/04	Iceland
19 TV Limited (UK)	Macedonian Idol	18317	5/12/11	Macedonia
19 TV Limited (UK)	Idol and Design	170726	1/16/06	Poland
19 TV Limited (UK)	Romanian Idol	126666	11/11/13	Romania
19 TV Limited (UK)	Idol	322847	4/11/97	Sweden
19 TV Limited (UK)	Idol and Design	374827	9/16/05	Sweden
19 TV Limited (UK)	Nouvelle Star and Design	562410	9/14/07	Switzerland
19 TV Limited (UK)	Nouvelle Star and Design	P-530999	2/24/05	Switzerland
19 TV Limited (UK)	Idols	2298224D	1/31/03	UK
19 TV Limited (UK)	Idols and Design	2298224F	3/7/03	UK
19 TV Limited (UK)	Nepal Idol	3130417	12/25/15	UK
19 TV Limited (UK)	Pop Idol	2277479	7/9/04	UK
19 TV Limited (UK)	Pop Idol and Design	2277463	9/13/02	UK
19 TV Limited (UK)	World Idol	2327217B	7/30/04	UK
19 TV Limited (UK)	Cesko Slovenska SuperStar and Design	008279771	11/22/09	EU
19 TV Limited (UK)	Idols	002656205	10/30/03	EU
19 TV Limited (UK)	Idols	003008794	12/20/04	EU
19 TV Limited (UK)	Pop Idol and Design	009510496	3/25/11	EU
19 TV Limited (UK)	Pop Idol	009510645	11/10/10	EU
19 TV Limited (UK)	Superstar and Design	011269982	2/19/13	EU
19 TV Limited (UK)	Arab Idol and Design	TN-E-2011-1076	5/5/12	Tunisia
19 TV Limited (UK)	Arab Idol	138876	6/30/11	Morocco
19 TV Limited (UK)	American Idol	1305317	6/20/09	Australia
19 TV Limited (UK)	Australian Idol and Design	934309	11/14/02	Australia

19 TV Limited (UK)	Australian Idol	973847	10/10/03	Australia
19 TV Limited (UK)	Australian Idol and Design	950539	4/14/03	Australia
19 TV Limited (UK)	World Idol	974800	10/17/03	Australia
19 TV Limited (UK)	Cambodian Idol	54294	2/23/15	Cambodia
19 TV Limited (UK)	Idol	4173146	4/7/08	China
19 TV Limited (UK)	梦之声	12370314	9/14/14	China
19 TV Limited (UK)	Indian Idol and Design	724140	3/29/08	India
19 TV Limited (UK)	Asian Idol	05013900	8/19/05	Malaysia
19 TV Limited (UK)	Asian Idol	05013901	8/19/05	Malaysia
19 TV Limited (UK)	NZ Idol	672744	10/6/03	New Zealand
19 TV Limited (UK)	NZ Idol	676836	12/8/03	New Zealand
19 TV Limited (UK)	Philippine Idol and Design	4325	10/6/08	Philippines
19 TV Limited (UK)	Pinoy Idol and Design	1093	7/16/09	Philippines
19 TV Limited (UK)	Pinoy Idol and Design	1094	10/6/08	Philippines
19 TV Limited (UK)	Asian Idol	T0513834Z	4/7/06	Singapore
19 TV Limited (UK)	Asian Idol	T0513833A	4/7/06	Singapore
19 TV Limited (UK)	Asian Idol	4-0130842-000	8/3/09	Viet Nam
19 TV Limited (UK)	Idolos and Design	2075686	4/5/06	Argentina
19 TV Limited (UK)	Latin American Idol and Design	2150710	3/7/07	Argentina
19 TV Limited (UK)	Latin American Idol and Design	2141336	2/1/07	Argentina
19 TV Limited (UK)	Latin American Idol and Design	2141335	2/1/07	Argentina
19 TV Limited (UK)	Latin American Idol and Design	2141334	2/1/07	Argentina
19 TV Limited (UK)	Latin American Idol and Design	2141332	2/1/07	Argentina
19 TV Limited (UK)	Latin American Idol and Design	2141333	2/1/07	Argentina
19 TV Limited (UK)	Idolos and Design	102859	3/20/06	Bolivia
19 TV Limited (UK)	Idolos and Design	714773	1/12/05	Chile
19 TV Limited (UK)	Latin American Idol and Design	760662	6/20/06	Chile
19 TV Limited (UK)	American Idol and Design	1913	6/7/05	Ecuador
19 TV Limited (UK)	Idolos and Design	82336	5/19/05	Nicaragua
19 TV Limited (UK)	Idolo Venezolano and Design	S025505	9/14/04	Venezuela
19 TV Limited (UK)	Idolo Venezolano and Design	P254417	9/14/04	Venezuela
19 TV Limited (UK)	Idolo Venezolano and Design	P254416	9/14/04	Venezuela
19 TV Limited (UK)	Idolo Venezolano and Design	P254415	9/14/04	Venezuela
19 TV Limited (UK)	Idolo Venezolano and Design	S025503	9/14/04	Venezuela

19 TV Limited (UK)	Latin American Idol and Design	S034982	6/25/07	Venezuela
19 TV Limited (UK)	Idolos and Design	145098	11/30/04	Dominican Republic
19 Recordings Limited (UK)	Lolly	2189197	6/22/01	UK
19 Recordings Limited (UK)	Teenage Rampage	2179053A	10/8/99	UK

Trademark Applications

Entity	Mark	Application No.	Filing Date	Jurisdiction
19 Entertainment Limited (UK)	19	85/209777	1/4/11	U.S.
19 Entertainment Limited (UK)	19	85/209756	1/4/11	U.S.
19 Entertainment Limited (UK)	So You Think You Can Dance (archived)	199786	4/30/07	Israel
19 TV Limited (UK)	Idol Chatter	85/335822	6/1/11	U.S.
19 TV Limited (UK)	Idol Giveaway	85/329943	5/25/11	U.S.
19 TV Limited (UK)	Channel 19	85/724372	9/10/12	U.S.
19 TV Limited (UK)	American Idol	85/839802	2/4/13	U.S.
19 TV Limited (UK)	Pop Idol	015739196	8/9/16	EU
19 TV Limited (UK)	Idolos	M040933	7/24/14	Angola
19 TV Limited (UK)	Fremantle	2001/15413	9/5/01	South Africa
19 TV Limited (UK)	Idols	2001/21384	12/14/01	South Africa
19 TV Limited (UK)	Idols	2001/21382	12/14/01	South Africa
19 TV Limited (UK)	Idols	2001/21385	12/14/01	South Africa
19 TV Limited (UK)	Idols	2001/21381	12/14/01	South Africa
19 TV Limited (UK)	Idols	2001/21380	12/14/01	South Africa
19 TV Limited (UK)	Idols	2001/21383	12/14/01	South Africa
19 TV Limited (UK)	Idols	2002/05978	5/2/02	South Africa
19 TV Limited (UK)	Idols	2013/30369	10/30/13	South Africa
19 TV Limited (UK)	Idols	2013/30370	10/30/13	South Africa
19 TV Limited (UK)	Idols	2013/30374	10/30/13	South Africa
19 TV Limited (UK)	Idols	2013/30377	10/30/13	South Africa
19 TV Limited (UK)	Idols SA	2013/30378	10/30/13	South Africa

19 TV Limited (UK)	Idols SA	2013/30379	5/27/15	
19 TV Limited (UK)	Malaysian Idol	04002560	3/5/04	Malaysia
19 TV Limited (UK)	Idol Paraguay y Etiqueta and Design	17054/2014	4/24/14	Paraguay
19 TV Limited (UK)	Idol Paraguay y Etiqueta and Design	17053/2014	4/24/14	Paraguay

Part III Copyright Registrations

Entity	Copyright	Registration No.	Registration Date
19 Entertainment Limited (UK)	LOUD AND CLEAR	PA0001973812	3/27/15
19 Entertainment Limited (UK)	THIS ISN'T THE END	PA0001973811	3/27/15
19 TV Limited (UK)	American Idol: 815/816A	PA0001650722	7/15/09
19 TV Limited (UK)	American Idol Christmas	PA0001236464	8/10/04
19 TV Limited (UK)	American Idol: 834	PA0001636076	6/24/09
19 TV Limited (UK)	American Idol: 834 pt. 1, pt. 2	PA0001636080	6/24/09
19 TV Limited (UK)	American Idol: 901/902: Boston auditions	PA0001694945	6/24/09
19 TV Limited (UK)	American Idol: 904: Chicago auditions	PA0001694935	6/24/09
19 TV Limited (UK)	American Idol: 905: Orlando auditions	PA0001694938	6/24/09
19 Recordings Limited	American Idol: season 4, the showstoppers	SR0000376034	10/31/05
19 Recordings Limited	10TH ANNIVERSARY - THE HITS: VOLUME 1.	SR0000674273	5/5/11
19 Recordings Limited	A moment like this	PA0001317023	3/31/06
19 Recordings Limited	A Thousand Different Ways	SR0000399601	11/1/06
19 Recordings Limited	ALL I EVER WANTED	SR0000629798	5/4/09
19 Recordings Limited	All is well : songs for Christmas (Walmart exclusive) / Clay Aiken.	SR0000405172	4/9/07
19 Recordings Limited	Arm Candy (Bonus Track)	SR0000767806	7/27/15
19 Recordings Limited	AUDIO DAY DREAM.	SR0000614410	5/27/08
19 Recordings Limited	BACK TO ME	SR0000659729	10/25/10
19 Recordings Limited	Baptized (Deluxe Edition) / by Daughtry (#88883-79655-2)	SR0000739932	12/16/13

19 Recordings Limited	BATTLEFIELD	SR0000638943	8/17/09
19 Recordings Limited	Battlefield	SR0000719122	3/11/13
19 Recordings Limited	BATTLEFIELD: DELUXE DVD / by JORDIN SPARKS (88697-53815-9)	PA0001673093	9/25/09
19 Recordings Limited	Beautiful Day	SR0000734914	4/3/13
19 Recordings Limited	Before your love	PA0001317183	3/31/13
19 Recordings Limited	Behind the Scenes of "Blown Away" : video by Carrie Underwood : G010002849514E	PA0001922032	11/11/14
19 Recordings Limited	Better Than I Know Myself / by Adam Lambert (#G010002748924I)	SR0000715602	1/30/13
19 Recordings Limited	Better Than I Know Myself - The Remixes / by Adam Lambert (#G010002789230G)	SR0000715601	1/30/13
19 Recordings Limited	Blown Away / video by Carrie Underwood (#G010002825073C)	PA0001889359	1/22/14
19 Recordings Limited	Break the Spell (Deluxe Edition) / by Daughtry (#88697-97062-2)	SR0000693107	1/27/12
19 Recordings Limited	Break the Spell (Deluxe Edition) / by Daughtry (#88697-97062-2) / by 19 Recordings Limited.	SR00000412463	1/31/13
19 Recordings Limited	Broken Open.	PA0001701115	6/23/10
19 Recordings Limited	CARNIVAL RIDE.	SR0000627157	12/26/07
19 Recordings Limited	CARRIE UNDERWOOD.	SR0000636273	1/11/10
19 Recordings Limited	Carrie Underwood Greatest Hits: Decade #1 / by Carrie Underwood (#88875-00876-2)	SR00000766315	3/30/15
19 Recordings Limited	Carrie Underwood: The Blown Away Tour - Live / by Carrie	PA0001890044	1/22/14

19 Recordings Limited	Underwood (#88883-72945-9) Catch My Breath (David Tort Remix), et al. CHINA HEART	SR0000714830	1/17/13
19 Recordings Limited	CHRISTMAS FROM THE HEART.	PA0001635606 SR0000643180	12/24/09
19 Recordings Limited	THE COACH (BONUS TRACK) (DIGITAL EXCLUSIVE)	SR0000677745	6/13/11
19 Recordings Limited	Collard Greens & Cornbread.	SR0000674677	4/7/11
19 Recordings Limited	COWBOY CASANOVA (DIGITAL EXCLUSIVE) (KARAOKE)	SR0000677744	6/13/11
19 Recordings Limited	COWGIRLS (DIGITAL EXCLUSIVE) / by KRISTY LEE COOK.	SR0000657163	10/27/08
19 Recordings Limited	Crawling Back To You.	SR0000715606	1/30/13
19 Recordings Limited	Crush	SR0000719161	3/11/13
19 Recordings Limited	Crying On A Suitcase.	PA0001954807	7/31/15
19 Recordings Limited	CRYING ON A SUITCASE	PA0001839295	9/28/12
19 Recordings Limited	Crying On A Suitcase - Live Rehearsal 2.22.12.	PA0001954805	7/31/15
19 Recordings Limited	DAUGHTRY DELUXE EDITION	SR0000620787	2/2/09
19 Recordings Limited	DAUGHTRY DELUXE EDITION DVD.	PA0001621733	2/2/09
19 Recordings Limited	Do I Make You Proud, et al.	SR0000755160	7/31/14
19 Recordings Limited	DO YOU HEAR WHAT I HEAR.	SR0000627125	12/26/07
19 Recordings Limited	Double Tap	SR0000764437	6/5/15
19 Recordings Limited	Double Tap	PA0001945606	6/12/15
19 Recordings Limited	Down The Rabbit Hole.	SR0000765945	3/30/15

19 Recordings Limited	Drive (Acoustic)	PA0001954700	7/31/15
19 Recordings Limited	Fall Apart (video) / by Casey James (#G0100032837330)	PA0001939515	4/8/15
19 Recordings Limited	Fantasia / Fantasia.	SR0000405173	4/9/07
19 Recordings Limited	FARMER'S DAUGHTER.	SR0000677538	6/6/11
19 Recordings Limited	FARMER'S DAUGHTER / by CRYSTAL BOWERSOX (88697-74809-2)	SR0000721479	4/29/11
19 Recordings Limited	Fever.	PA0001701113	6/23/10
19 Recordings Limited	FOR YOUR ENTERTAINMENT.	SR0000654886	2/18/10
19 Recordings Limited	For Your Entertainment (EU Edition)	SR0000765947	3/30/15
19 Recordings Limited	FREE YOURSELF.	SR0000635682	7/13/09
19 Recordings Limited	Get Up (A Cowboy's Anthem)	SR0000729250	9/11/13
19 Recordings Limited	GLAM NATION LIVE / by ADAM LAMBERT (88697-83426-9)	PA0001795238	5/5/11
19 Recordings Limited	Good Girl (Behind the Scenes) : video by Carrie Underwood : G010002787247U.	PA0001922026	11/11/14
19 Recordings Limited	Good Girl Commentary, et al.	SR0000719794	4/26/13
19 Recordings Limited	Good Girl / video by Carrie Underwood (#G010002785983X)	PA0001889361	1/22/14
19 Recordings Limited	Greatest Hits: Chapter One.	SR0000714019	1/14/13
19 Recordings Limited	Greatest Hits: Decade #1 - Stories Behind the Songs / by Carrie Underwood (#G0100032673364)	SR0000761421	3/24/15
19 Recordings Limited	Hear The Angels Sing.	SR0000656323	5/26/10
19 Recordings Limited	Heartbeat.	PA0002000164	4/29/16
19 Recordings Limited	Heartbeat.	SR0000773012	10/14/15

19 Recordings Limited	Heartbeat Song.	SR0000765819	3/23/15
19 Recordings Limited	Heartbeat Song.	PA0001934943	3/9/15
19 Recordings Limited	Heartbeat Song BTS.	PA0001934944	3/9/15
19 Recordings Limited	Heartbeat Song (The Remixes) / by Kelly Clarkson (#G010003300464M)	SR0000760579	3/20/15
19 Recordings Limited	HUMAN.	SR0000613925	7/16/08
19 Recordings Limited	I Like Christmas / by Casey James (#G010003243952i)	SR0000761700	4/6/15
19 Recordings Limited	I Wish We'd All Been Ready. It Ain't You.	SR0000764439	6/5/15
19 Recordings Limited	IT'S IN EVERYONE OF US. It's Only Love.	SR0000764440	6/5/15
19 Recordings Limited	JUST LIKE YOU.	SR0000613926	7/16/08
19 Recordings Limited	Katharine McPhee / Katharine McPhee.	SR0000656515	5/26/10
19 Recordings Limited	Keep Us Safe : Live from ACM Presents: An All-Star Salute to the Troops.	SR0000645000	2/12/10
19 Recordings Limited	Keep Us Safe (Live from ACM Presents: An All-Star Salute to the Troops) / by Carrie Underwood (#G010003160804O)	SR0000405174	4/9/07
19 Recordings Limited	KELLIE PICKLER.	PA0001908531	8/6/14
19 Recordings Limited	KRIS ALLEN.	SR0000743079	5/25/14
19 Recordings Limited	KRISTY LEE COOK : WHY WAIT.	SR0000618096	10/27/08
19 Recordings Limited	THE LAST GOODBYE / by DAVID COOK (G010002658295A)	SR0000650126	3/3/10
19 Recordings Limited	LEAVE RIGHT NOW.	SR0000618103	10/27/08
19 Recordings Limited	LEAVE THIS TOWN.	PA0001756965	7/22/11
19 Recordings Limited	LEAVE RIGHT NOW.	SR0000654416	6/28/10
19 Recordings Limited	LEAVE THIS TOWN.	SR0000639745	10/5/09

19 Recordings Limited	Let's Don't Call It A Night.	PA0001954636	7/31/15
19 Recordings Limited	Light On.	SR0000719525	3/15/13
19 Recordings Limited	Little Toy Guns.	PA0001936519	3/24/15
19 Recordings Limited	Little Toy Guns (Behind the Scenes video) / by Carrie Underwood (#G0100032903721)	PA0001939516	4/8/15
19 Recordings Limited	LIVE IT UP	SR0000671351	3/2/11
19 Recordings Limited	A Loaded Smile.	PA0001701112	6/23/10
19 Recordings Limited	Long Live Rock & Roll / by Daughtry (#G0100030601821)	SR0000739930	12/16/13
19 Recordings Limited	Lose to Win.	SR0000721093	5/2/13
19 Recordings Limited	Love The Way You Miss Me - Live Rehearsal 2.22.12.	PA0001954806	7/31/15
19 Recordings Limited	Master Plan.	SR0000765946	3/30/15
19 Recordings Limited	Mr. Know It All Country Version.	SR0000715614	1/31/13
19 Recordings Limited	Mr Know It All, et al.	SR0000715680	1/30/13
19 Recordings Limited	Mr. Know It All iTunes, et al.	SR0000734929	1/31/13
19 Recordings Limited	MY BEST DAYS.	SR0000643783	4/20/10
19 Recordings Limited	My December	SR0000770779	9/21/15
19 Recordings Limited	My Life Would Suck Without You.	SR0000719162	3/11/13
19 Recordings Limited	Never Again.	SR0000770776	9/21/15
19 Recordings Limited	No Boundaries.	SR0000723756	3/20/13
19 Recordings Limited	NO BOUNDARIES / by ADAM LAMBERT (G0100018144522)	SR0000641922	7/13/09
19 Recordings Limited	O COME ALL YE FAITHFUL.	SR0000613932	7/16/08
19 Recordings Limited	ON MY WAY HERE.	SR0000618086	10/27/08
19 Recordings Limited	The Other Side of Down : deluxe edition.	SR0000668018	10/25/10
19 Recordings Limited	PAPERCUT & POSTCARD.	SR0000634856	9/25/09
19 Recordings Limited	Piece by Piece.	SR0000765820	3/23/15

19 Recordings Limited	PLAYLIST: THE VERY BEST OF RUBEN STUDDARD.	SR0000650984	3/23/10
19 Recordings Limited	Really Need To Know.	SR0000656580	5/26/10
19 Recordings Limited	Renegade / by Daughtry (#G0100027154901)	SR0000715600	1/30/13
19 Recordings Limited	Revelation.	SR0000653184	5/31/10
19 Recordings Limited	Rockin' Around the Christmas Tree.	SR0000727202	8/19/13
19 Recordings Limited	Side Effects of You (Target Deluxe Version)	SR0000721137	5/20/13
19 Recordings Limited	The Smoakstack Sessions Vol. 2.	SR0000756183	2/8/13
19 Recordings Limited	Smoke Break.	SR0000773016	10/14/15
19 Recordings Limited	Smoke Break.	PA0001970789	10/14/15
19 Recordings Limited	Smoke Break - Behind the Scenes.	PA0001970788	10/14/15
19 Recordings Limited	Some hearts / by Carrie Underwood	SR0000383054	2/23/04
19 Recordings Limited	Something in the Water.	PA0001936520	3/24/15
19 Recordings Limited	Something in the Water.	SR0000752448	11/10/14
19 Recordings Limited	Stop Cheatin On Me : Live Total Video.	PA0001953371	7/27/15
19 Recordings Limited	Storyteller.	SR0000772517	11/10/15
19 Recordings Limited	Stronger (Deluxe Edition) / by Kelly Clarkson (#88697-96180-2)	SR0000693113	1/27/12
19 Recordings Limited	Stronger (Deluxe Edition) / by Kelly Clarkson (#88697-96180-2) / by 19 Recordings Limited.	SR0000412462	1/31/13
19 Recordings Limited	Stronger Nicky Romero Club Remix, et al.	SR0000715613	1/31/13
19 Recordings Limited	Tattoo (Main Version)	SR0000719130	3/11/13
19 Recordings Limited	Taylor Hicks / Taylor Hicks.	SR0000405175	4/9/07
19 Recordings Limited	TENNESSEE CHRISTMAS.	SR0000677531	6/6/11

19 Recordings Limited	THE TIME OF MY LIFE.	SR0000613935	7/16/08
19 Recordings Limited	THIS LOUD MORNING (DELUXE VERSION) / by DAVID COOK.	SR0000741682	8/22/11
19 Recordings Limited	Tie It Up audio kelly clarkson.	SR0000729091	9/7/13
19 Recordings Limited	Tort, et al.	SR0000729073	9/7/13
19 Recordings Limited	Tough : Live Total Video.	PA0001953373	7/27/15
19 Recordings Limited	Tough : Total Video.	PA0001953372	7/27/15
19 Recordings Limited	Trespassing / by Adam Lambert (Deluxe Version Fan Edition) (#88691-93595-2) / by 19 Recordings Limited.	SR0000412464	1/31/13
19 Recordings Limited	Trespassing EP / by Adam Lambert (#G010002872181W)	SR0000715599	1/30/13
19 Recordings Limited	Trespassing : Fan Edition.	PA0001815316	5/21/12
19 Recordings Limited	Two Black Cadillacs: Behind The Scenes.	PA0001881844	3/1/14
19 Recordings Limited	Two Black Cadillacs / video by Carrie Underwood (#G010002931210V)	PA0001889356	1/22/14
19 Recordings Limited	The Vision Of Love (Remixes)	SR0000719757	2/22/13
19 Recordings Limited	Waiting for Superman / by Daughtry (#G01000304633K)	SR0000739931	12/16/13

Part III Copyright Registrations – continued

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Owner(s)	Copyright Claimant(s) (Registered Owner(s))	Title	Registration or Serial Number	Registration Date	Governmental Authority (if non-US copyright registration)
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 101 / directed by Andy Scheer.	PA0001148578	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 102 / directed by Bruce Gowers.	PA0001148629	2003-06-09	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 103 / directed by Bruce Gowers.	PA0001116315	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 103A / directed by Bruce Gowers.	PA0001116314	2002-10-21	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 104 / directed by Bruce Gowers.	PA0001148610	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 104A / directed by Bruce Gowers.	PA0001148618	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 105 / directed by Bruce Gowers.	PA0001113201	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 105A / directed by Bruce Gowers.	PA0001148619	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 105B / directed by Bruce Gowers.	PA0001148609	2002-10-21	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no. 106, pt. 1 / directed by	PA0001148614	2002-10-21	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 106, pt. 2 / directed by Bruce Gowers.	PA0001148616	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 106A / directed by Bruce Gowers.	PA0001148617	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 107 / directed by Bruce Gowers.	PA0001148613	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 107A / directed by Bruce Gowers.	PA0001148615	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 108 / directed by Bruce Gowers.	PA0001148621	2002-10-21	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 108A / directed by Bruce Gowers.	PA0001148611	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 109 / directed by Bruce Gowers.	PA0001148622	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 109A / directed by Bruce Gowers.	PA0001148608	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 110 / directed by Bruce Gowers.	PA0001148612	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 110A / directed by Bruce Gowers.	PA0001148628	2002-10-21	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no. 111 / directed by	PA0001148630	2002-10-21	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 111A / directed by Bruce Gowers.	PA0001148625	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 112 / directed by Bruce Gowers.	PA0001148626	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 112A / directed by Bruce Gowers.	PA0001148620	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 113 / directed by Bruce Gowers.	PA0001148624	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 114, pt. 1 / directed by Bruce Gowers.	PA0001148623	2002-10-21	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 114, pt. 2 / directed by Bruce Gowers.	PA0001148627	2002-10-21	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 201.	PA0001122740	2003-03-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 202.	PA0001122729	2003-03-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 203.	PA0001122737	2003-03-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 204.	PA0001122732	2003-03-07	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no. 205.	PA0001122738	2003-03-07	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 205A.	PA0001122730	2003-03-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 206.	PA0001122739	2003-03-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 206A.	PA0001122735	2003-03-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 207.	PA0001122734	2003-03-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 207A.	PA0001122733	2003-03-07	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 207B.	PA0001122736	2003-03-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 208.	PA0001122728	2003-03-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 208A.	PA0001122731	2003-03-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 209 / directed by Bruce Gowers.	PA0001217104	2003-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 209A / directed by Bruce Gowers.	PA0001217109	2003-03-05	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no. 210 / directed by	PA0001217112	2003-03-05	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 210A / directed by Bruce Gowers.	PA0001217439	2004-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 211 / directed by Bruce Gowers.	PA0001217110	2003-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 211A / directed by Bruce Gowers.	PA0001217441	2004-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 212 / directed by Bruce Gowers.	PA0001217107	2003-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 212A / directed by Bruce Gowers.	PA0001217106	2003-03-05	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 213 / directed by Bruce Gowers.	PA0001217440	2004-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 213A / directed by Bruce Gowers.	PA0001217108	2003-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 214 / directed by Bruce Gowers.	PA0001217103	2003-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 214A / directed by Bruce Gowers.	PA0001217111	2003-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 215 / directed by Bruce Gowers.	PA0001217442	2004-03-05	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no. 215A / directed by	PA0001217090	2003-03-05	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 216 / directed by Bruce Gowers.	PA0001217102	2003-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 216A / directed by Bruce Gowers.	PA0001217088	2003-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 217 / directed by Bruce Gowers.	PA0001217089	2003-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 217A / directed by Bruce Gowers.	PA0001217105	2003-03-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 218 / directed by Bruce Gowers.	PA0001226483	2004-03-12	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 218A / directed by Bruce Gowers.	PA0001226480	2004-03-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 219 / directed by Paul Miller.	PA0001226481	2004-03-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 219A / directed by Paul Miller.	PA0001226484	2004-03-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 220 / directed by Paul Miller.	PA0001226482	2004-03-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 221 / directed by Paul Miller.	PA0001226479	2004-03-12	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	An American Idol Christmas / directed by	PA0001236464	2004-08-10	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 301 / directed by Ken Warwick.	PA0001308482	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 302.	PA0001320000	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 303 / directed by Ken Warwick.	PA0001308483	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 304.	PA0001308484	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 305 / directed by Nigel Lythgoe.	PA0001308485	2006-03-23	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 306 / directed by Bruce Gowers.	PA0001308486	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 307 / directed by Bruce Gowers.	PA0001308487	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 308 / directed by Bruce Gowers.	PA0001250939	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 308A / directed by Bruce Gowers.	PA0001250940	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 309 / directed by Bruce Gowers.	PA0001250942	2005-01-24	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol 3 : no. 309A / directed by	PA0001250941	2005-01-24	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 310 / directed by Bruce Gowers.	PA0001250943	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 310A / directed by Bruce Gowers.	PA0001250944	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 311 / directed by Bruce Gowers.	PA0001250946	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 311A / directed by Bruce Gowers.	PA0001250945	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 312 / directed by Bruce Gowers.	PA0001250947	2005-01-24	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 312A / directed by Bruce Gowers.	PA0001250948	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 313 / directed by Bruce Gowers.	PA0001250966	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 313A / directed by Bruce Gowers.	PA0001250949	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 314 / directed by Bruce Gowers.	PA0001265860	2005-01-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 314A / directed by Bruce Gowers.	PA0001265861	2005-01-28	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol 3 : no. 315 / directed by	PA0001265862	2005-01-28	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 315A / directed by Bruce Gowers.	PA0001265863	2005-01-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 316 / directed by Bruce Gowers.	PA0001250950	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 316A / directed by Bruce Gowers.	PA0001250951	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 317 / directed by Bruce Gowers.	PA0001250952	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 317A / directed by Bruce Gowers.	PA0001250953	2005-01-24	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 318 / directed by Bruce Gowers.	PA0001250954	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 318A / directed by Bruce Gowers.	PA0001250955	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 319 / directed by Bruce Gowers.	PA0001250956	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 319A / directed by Bruce Gowers.	PA0001250957	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 320 / directed by Bruce Gowers.	PA0001250958	2005-01-24	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol 3 : no. 320A / directed by	PA0001250959	2005-01-24	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 321 / directed by Bruce Gowers.	PA0001250960	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 321A / directed by Bruce Gowers.	PA0001250961	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 322 / directed by Bruce Gowers.	PA0001250962	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 322A / directed by Bruce Gowers.	PA0001250963	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 323 / directed by Bruce Gowers.	PA0001250964	2005-01-24	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 3 : no. 324/325 / directed by Bruce Gowers.	PA0001250965	2005-01-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 401/402.	PA0001320003	2006-03-22	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 403.	PA0001320166	2006-03-22	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 404 / directed by Ken Warwick.	PA0001308488	2006-03-22	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 405.	PA0001320002	2006-03-22	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no. 406 / directed by	PA0001308489	2006-03-22	

North America, Inc.	North America, Inc.	Ken Warwick.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 407.	PA0001319998	2006-03-22	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 408 / directed by Bruce Gowers.	PA0001308490	2006-03-22	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 409.	PA0001320009	2006-03-22	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 410 / directed by Bruce Gowers.	PA0001308491	2006-03-22	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 411 / directed by Nigel Lythgoe.	PA0001308492	2006-03-22	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 412 / directed by Bruce Gowers.	PA0001218612	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 412/413A / directed by Bruce Gowers.	PA0001218613	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 413 / directed by Bruce Gowers.	PA0001218614	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 414 / directed by Bruce Gowers.	PA0001218608	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 414/415A / directed by Bruce Gowers.	PA0001218611	2005-05-23	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no. 415 / directed by	PA0001218610	2005-05-23	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 416 / directed by Bruce Gowers.	PA0001218596	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 416/417A / directed by Bruce Gowers.	PA0001218602	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 417 / directed by Bruce Gowers.	PA0001218599	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 418 / directed by Bruce Gowers.	PA0001218600	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 418A / directed by Bruce Gowers.	PA0001218605	2005-05-23	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 419 / directed by Bruce Gowers.	PA0001218604	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 419A / directed by Bruce Gowers.	PA0001218618	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 419X / directed by Bruce Gowers.	PA0001218603	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 420 / directed by Bruce Gowers.	PA0001218601	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 420A / directed by Bruce Gowers.	PA0001218609	2005-05-23	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no. 421 / directed by	PA0001218606	2005-05-23	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 421A / directed by Bruce Gowers.	PA0001218615	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 422 / directed by Bruce Gowers.	PA0001218597	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 422A / directed by Bruce Gowers.	PA0001218598	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 423 / directed by Bruce Gowers.	PA0001218616	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 423A / directed by Bruce Gowers.	PA0001218617	2005-05-23	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 424 / directed by Bruce Gowers.	PA0001218607	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 4 : no. 424A / directed by Bruce Gowers.	PA0001280523	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 4 : no. 425 / directed by Bruce Gowers.	PA0001280524	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 4 : no. 425A / directed by Bruce Gowers.	PA0001280525	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 4 : no. 426 / directed by Bruce Gowers.	PA0001280526	2005-05-23	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol 4 : no. 426A / directed by	PA0001280527	2005-05-23	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 4 : no. 427 / directed by Bruce Gowers.	PA0001280528	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol 4 : no. 427A / directed by Bruce Gowers.	PA0001280529	2005-05-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 428.	PA0001290694	2005-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 429-430, hr. 1 and hr. 2.	PA0001289602	2005-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 501/502.	PA0001319997	2006-03-22	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 503 / directed by Nigel Lythgoe.	PA0001308493	2006-03-22	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 504 & 505 / directed by Nigel Lythgoe.	PA0001308494	2006-03-22	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 506 / directed by Ken Warwick.	PA0001308495	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 507 / directed by Ken Warwick.	PA0001308496	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 508 / directed by Nigel Lythgoe.	PA0001308497	2006-03-23	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no. 509 / directed by	PA0001308498	2006-03-23	

North America, Inc.	North America, Inc.	Ken Warwick.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 510 / directed by Nigel Lythgoe.	PA0001308499	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 511 / directed by Nigel Lythgoe.	PA0001308501	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 512 / directed by Ken Warwick.	PA0001308500	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 513-16A.	PA0001320001	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 513/514.	PA0001320004	2006-03-23	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 515 & 516 / directed by Bruce Gowers.	PA0001308502	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 517/518A.	PA0001318526	2006-03-27	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 517 / directed by Bruce Gowers.	PA0001308503	2006-03-23	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 518.	PA0001316024	2006-03-27	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 519.	PA0001316025	2006-03-27	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no.	PA0001318525	2006-03-27	

North America, Inc.	North America, Inc.	519/520A.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 520.	PA0001316030	2006-03-27	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 521/522.	PA0001318528 2006-03-27	2006-03-27	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 521/522A.	PA0001320167	2006-03-27	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 523/524.	PA0001321104	2006-04-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 523/524A.	PA0001321100	2006-04-05	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 525.	PA0001321103	2006-04-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 525A.	PA0001321102	2006-04-05	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 526 / directed by Bruce Gowers.	PA0001308505	2006-04-18	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 526A / directed by Bruce Gowers.	PA0001308504	2006-04-18	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 527 / directed by Bruce Gowers.	PA0001308507	2006-04-18	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no. 527A / directed by	PA0001308506	2006-04-18	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 528 / directed by Bruce Gowers.	PA0001324831	2006-05-04	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 528A / directed by Bruce Gowers.	PA0001324830	2006-05-04	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 529 / directed by Bruce Gowers.	PA0001324833	2006-05-04	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 529A / directed by Bruce Gowers.	PA0001324832	2006-05-04	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 530 / directed by Bruce Gowers.	PA0001324835	2006-06-08	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 530A / directed by Bruce Gowers.	PA0001324834	2006-06-08	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 531.	PA0001342700	2006-06-08	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 531A / directed by Bruce Gowers.	PA0001324836	2006-06-08	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 532 / directed by Bruce Gowers.	PA0001324838	2006-06-08	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 532A / directed by Bruce Gowers.	PA0001324837	2006-06-08	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no. 533 / directed by	PA0001324839	2006-06-08	

North America, Inc.	North America, Inc.	Bruce Gowers.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 534/535 / directed by Bruce Gowers.	PA0001324840	2006-06-08	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 601/602.	PA0001370117	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 603/604.	PA0001370038	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 605.	PA0001370034	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 606A/B.	PA0001370111	2007-03-28	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 607.	PA0001370044	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 608.	PA0001370035	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 609.	PA0001370045	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 610.	PA0001370112	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 611.	PA0001589943	2007-08-06	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : no. 612.	PA0001370119	2007-03-28	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 613/614.	PA0001370036	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 613- 616A.	PA0001370118	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 615/616.	PA0001370110	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 617.	PA0001370115	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 617/618A.	PA0001370116	2007-03-28	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 618.	PA0001370049	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 619.	PA0001370114	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 619/620A.	PA0001370037	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : no. 620.	PA0001370048	2007-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 621/622.	PA0001589944	2007-08-06	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 621A/622A.	PA0001589951	2007-08-06	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 623/624.	PA0001589952	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 623A/624A	PA0001589953	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 625.	PA0001589954	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 625A.	PA0001589955	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 626.	PA0001589956	2007-08-06	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 626A.	PA0001589957	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 627.	PA0001589959	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 627A.	PA0001590136	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 628.	PA0001590137	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 628A.	PA0001590138	2007-08-06	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 629.	PA0001590139	2007-08-06	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 629A.	PA0001355548	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 630.	PA0001355549	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 631.	PA0001355555	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 631A.	PA0001355559	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 632.	PA0001355554	2007-08-06	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 632A.	PA0001355556	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 633.	PA0001355557	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 634/635.	PA0001590118	2007-08-06	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 701/702.	PA0001622048	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 703/704.	PA0001622043	2008-03-20	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 705.	PA0001622034	2008-03-20	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 706.	PA0001622001	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 707.	PA0001622052	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 708.	PA0001621947	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 709.	PA0001621994	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 710.	PA0001621935	2008-03-20	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 711/712.	PA0001621925	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 713.	PA0001621944	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 714/715.	PA0001621901	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 714A - 717A.	PA0001621923	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 716/717.	PA0001621897	2008-03-20	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 718.	PA0001621769	2008-03-20	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 718A/719A.	PA0001621513	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 719.	PA0001621921	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 720.	PA0001621763	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 721.	PA0001621766	2008-03-20	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 720A/721A.	PA0001621758	2008-03-20	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 722/723.	PA0001634081	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 722A/723A.	PA0001634076	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 724/725.	PA0001634083	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 724A/725A.	PA0001634080	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 726.	PA0001634086	2008-06-17	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 726A.	PA0001634087	2008-06-17	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 727.	PA0001634543	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 727A.	PA0001634091	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 728.	PA0001634093	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 728A.	PA0001634095	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 728B.	PA0001634097	2008-06-17	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 729.	PA0001634098	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 729A.	PA0001634099	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 730.	PA0001634100	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 730A.	PA0001634101	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 731.	PA0001634102	2008-06-17	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 731A.	PA0001634130	2008-06-17	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 732.	PA0001634120	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 732A.	PA0001634121	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 733.	PA0001634122	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 733A.	PA0001634123	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 734.	PA0001634127	2008-06-17	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 735/736.	PA0001634125	2008-06-17	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 801/802.	PA0001644440	2009-08-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 803/804.	PA0001644441	2009-08-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 805.	PA0001644438	2009-08-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 806.	PA0001644433	2009-08-07	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 807.	PA0001644436	2009-08-07	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 808.	PA0001644437	2009-08-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 809.	PA0001644439	2009-08-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 810.	PA0001644435	2009-08-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 811.	PA0001644442	2009-08-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 812.	PA0001644425	2009-08-07	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 813/814.	PA0001644426	2009-08-07	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 815/816.	PA0001653148	2009-07-15	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol" 815/816A.	PA0001650722	2009-07-15	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 817/818.	PA0001650731	2009-07-15	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 817/818A.	PA0001650677	2009-07-15	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 819/820.	PA0001650720	2009-07-15	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 819/820A.	PA0001650708	2009-07-15	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 819/820B.	PA0001650726	2009-07-15	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 821/822.	PA0001650728	2009-07-15	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 821/822A.	PA0001650724	2009-07-15	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 823/824.	PA0001636049	2009-06-24	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 823A/824A.	PA0001636046	2009-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 825/826.	PA0001636045	2009-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 825A/826A.	PA0001636043	2009-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 827.	PA0001636035	2009-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 827A.	PA0001636041	2009-06-24	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 828.	PA0001636036	2009-06-24	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 828A.	PA0001636072	2009-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 829.	PA0001636040	2009-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 829A.	PA0001636037	2009-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 830.	PA0001636075	2009-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 830A.	PA0001636039	2009-06-24	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 831.	PA0001636069	2009-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 831A.	PA0001636038	2009-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 832.	PA0001636074	2009-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 832A.	PA0001636073	2009-06-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 833.	PA0001636077	2009-06-24	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 833A.	PA0001636070	2009-06-24	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 906, Los Angeles Auditions.	PA0001694940	2010-08-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 907, Dallas Auditions.	PA0001694941	2010-08-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 908, Denver Auditions.	PA0001694943	2010-08-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 909, Road to Hollywood.	PA0001694925	2010-08-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 910, Hollywood week, Show 1.	PA0001694927	2010-08-24	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 911, Hollywood	PA0001694930	2010-08-24	

North America, Inc.	North America, Inc.	Week, Show 2.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 912, Hollywood Week, Show 3.	PA0001694929	2010-08-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 913 , Top 24 Picked.	PA0001694933	2010-08-24	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 914/915.	PA0001695644	2010-08-19	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 914/917A.	PA0001695654	2010-08-19	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 916/917.	PA0001695642	2010-08-19	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 918/919.	PA0001695649	2010-08-19	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 918/921A.	PA0001695405	2010-08-19	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 920/921.	PA0001695630	2010-08-19	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 922.	PA0001695404	2010-08-19	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 922/923A.	PA0001695660	2010-08-19	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 923.	PA0001695637	2010-08-19	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 924/925.	PA0001695403	2010-08-19	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 924/925A.	PA0001695402	2010-08-19	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 926/927.	PA0001695648	2010-08-19	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 926/927A.	PA0001695659	2010-08-19	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 928/929.	PA0001695632	2010-08-19	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 928/929A.	PA0001695646	2010-08-19	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 930/931.	PA0001696780	2010-08-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 930/931A.	PA0001696768	2010-08-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 932.	PA0001696760	2010-08-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 932A.	PA0001696759	2010-08-12	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 933.	PA0001696771	2010-08-12	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 933A/B.	PA0001696762	2010-08-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 934.	PA0001696781	2010-08-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 934A.	PA0001696776	2010-08-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 935.	PA0001696773	2010-08-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 935A.	PA0001696772	2010-08-12	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 936.	PA0001696782	2010-08-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 936A.	PA0001696769	2010-08-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 937.	PA0001696764	2010-08-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 937A.	PA0001696770	2010-08-12	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol : 938.	PA0001696778	2010-08-12	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol : 938A/B.	PA0001696777	2010-08-12	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 201.	PA0001623301	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 202.	PA0001623234	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 203.	PA0001623240	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 204.	PA0001623245	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 205.	PA0001623297	2008-03-28	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 206.	PA0001623249	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 208.	PA0001623345	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 209.	PA0001623670	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 214.	PA0001653812	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 215.	PA0001633518	2008-03-28	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol Rewind : 216.	PA0001623315	2008-03-28	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 217.	PA0001623318	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 218.	PA0001623295	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 219.	PA0001623320	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 220.	PA0001623322	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 221.	PA0001623327	2008-03-28	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 222.	PA0001623340	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 223.	PA0001623652	2008-03-28	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 301.	PA0001629013	2009-02-25	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 302.	PA0001629019	2009-02-25	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 303.	PA0001629008	2009-02-25	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol Rewind : 304.	PA0001629004	2009-02-25	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 305.	PA0001629002	2009-02-25	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 306.	PA0001628997	2009-02-25	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 307.	PA0001628982	2009-02-25	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind. Application Title: "American Idol Rewind" Eps 308.	PA0001628969	2009-02-25	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 309.	PA0001628963	2009-02-25	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 310.	PA0001629027	2009-02-25	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 311.	PA0001629026	2009-02-25	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind, 312.	PA0001629023	2009-02-25	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 313.	PA0001648992	2009-09-16	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 314.	PA0001648993	2009-09-16	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	American Idol Rewind : 315.	PA0001648994	2009-09-16	

North America, Inc.	North America, Inc.				
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 316.	PA0001648451	2009-09-16	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 317.	PA0001648450	2009-09-16	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 318.	PA0001648448	2009-09-16	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 319.	PA0001648997	2009-09-16	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 320.	PA0001648998	2009-09-16	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 321.	PA0001648453	2009-09-16	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	American Idol Rewind : 322.	PA0001649001	2009-09-16	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	THE NEXT GREAT AMERICAN BAND : 101/102.	PA0001612071	2008-02-04	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	THE NEXT GREAT AMERICAN BAND : 103/104.	PA0001612072	2008-02-04	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	THE NEXT GREAT AMERICAN BAND : 105/106.	PA0001612070	2008-02-04	
19 TV Limited FremantleMedia	19 TV Limited FremantleMedia	THE NEXT GREAT AMERICAN	PA0001612069	2008-02-04	

North America, Inc.	North America, Inc.	BAND : 107.			
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	THE NEXT GREAT AMERICAN BAND : 108.	PA0001612078	2008-02-04	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	THE NEXT GREAT AMERICAN BAND : 109.	PA0001612079	2008-02-04	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	THE NEXT GREAT AMERICAN BAND : 110.	PA0001612063	2008-02-04	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	THE NEXT GREAT AMERICAN BAND : 111.	PA0001612065	2008-02-04	
19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	THE NEXT GREAT AMERICAN BAND : 112.	PA0001612076	2008-02-04	

19 TV Limited FremantleMedia North America, Inc.	19 TV Limited FremantleMedia North America, Inc.	THE NEXT GREAT AMERICAN BAND : 113.	PA0001612066	2008-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance : no. 101 & 102 / directed by Nigel Lythgoe .	PA0001258519	2005-10-17	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance : no. 103 / directed by Nigel Lythgoe .	PA0001258518	2005-10-17	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance : no. 104 / directed by Nigel Lythgoe.	PA0001258516	2005-10-17	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance : no. 105 / directed by Nigel Lythgoe .	PA0001258515	2005-10-17	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance : no. 106 & 107 / directed by Bruce Gowers .	PA0001258517	2005-10-17	
19 Entertainment Limited	19 Entertainment Limited	So you think you can dance : no. 108 /	PA0001258512	2005-10-17	

dick clark Productions, inc.	dick clark Productions, inc.	directed by Don Weiner.			
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance : no. 109 / directed by Don Weiner .	PA0001258514	2005-10-17	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance : no. 110 / directed by Don Weiner .	PA0001258521	2005-10-17	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance / directed by Don Weiner.	PA0001258522	2005-10-17	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance : no. 112 / directed by Don Weiner .	PA0001258513	2005-10-17	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance : no. 113 / directed by Don Weiner .	PA0001258520	2005-10-17	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance : no. 114 / directed by Don Weiner.	PA0001258842	2005-10-31	
19 Entertainment	19 Entertainment	So you think you can	PA0001366403	2007-02-26	

Limited dick clark Productions, inc.	Limited dick clark Productions, inc.	dance-season 2 : no. 201/202.			
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance-season 2 : no. 203.	PA0001366402	2007-02-26	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance-season 2 : no. 204.	PA0001366407	2007-02-26	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance-season 2 : no. 205.	PA0001366401	2007-02-26	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance-season 2 : no. 206.	PA0001366400	2007-02-25	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance-season 2 : no. 207/208.	PA0001366404	2007-02-26	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance-season 2 : no. 207/208A.	PA0001366406	2007-02-26	

19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance--season 2 : no. 209/210.	PA0001366405	2007-02-26	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance, season 2 : no. 209/210A.	PA0001364021	2007-02-20	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance, season 2 : no. 211/212.	PA0001364019	2007-02-20	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance, season 2 : no. 211/212A.	PA0001364028	2007-02-20	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance, season 2 : no. 213/214.	PA0001364020	2007-02-20	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance, season 2 : no. 213/214A.	PA0001364027	2007-02-20	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance, season 2 : no. 215.	PA0001364018	2007-02-20	

19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So you think you can dance, season 2 : no. 215A.	PA0001364022	2007-02-20	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : #216/217.	PA0001353805	2007-02-20	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : #216/217A.	PA0001353808	2007-02-20	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : #218.	PA0001353812	2007-02-20	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : #218A.	PA0001353806	2007-02-20	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : #219.	PA0001353807	2007-02-20	
19 Entertainment Limited dick clark	19 Entertainment Limited dick clark	So You Think You Can Dance : #219A.	PA0001353810	2007-02-20	

Productions, inc.	Productions, inc.				
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : #220.	PA0001353809	2007-02-20	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : #220A.	PA0001353811	2007-02-20	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 301.	PA0001605731	2008-01-28	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 302/303.	PA0001605720	2008-01-28	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 304.	PA0001605719	2008-01-28	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 305.	PA0001605721	2008-01-28	
19 Entertainment Limited	19 Entertainment Limited	So You Think You Can	PA0001605723	2008-01-28	

dick clark Productions, inc.	dick clark Productions, inc.	Dance : 306.			
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 307/308.	PA0001605726	2008-01-28	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 307/308A.	PA0001605725	2008-01-28	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 309/310.	PA0001605733	2008-01-28	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 309/310A.	PA0001605729	2008-01-28	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 311/312.	PA0001605727	2008-01-28	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 311/312A.	PA0001605724	2008-01-28	
19 Entertainment	19 Entertainment	So You Think You Can	PA0001634829	2008-01-29	

Limited dick clark Productions, inc.	Limited dick clark Productions, inc.	Dance : 313/314.			
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 313/314A.	PA0001634832	2008-01-29	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 315/316.	PA0001634802	2008-01-29	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 315/316A.	PA0001634811	2008-01-29	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 317/318.	PA0001634759	2008-01-29	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 317/318A.	PA0001634816	2008-01-29	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 319.	PA0001647174	2008-01-29	

19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 319A.	PA0001634831	2008-01-29	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 320.	PA0001607640	2008-01-28	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 320A.	PA0001607674	2008-01-28	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 321/322.	PA0001607673	2008-01-28	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 321/322A.	PA0001607660	2008-01-28	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 4 : 401/402.	PA0001653511	2009-12-09	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance - Season 4 : 403/404.	PA0001653513	2009-12-09	

19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance - Season 4 : 405/406.	PA0001653495	2009-12-09	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 4 : 407/408.	PA0001653494	2009-12-09	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 4 : 409/410.	PA0001653521	2009-12-09	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 4 : 411/412.	PA0001653516	2009-12-09	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance - Season 4 : 411-412A.	PA0001653525	2009-12-09	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance - Season 4 : 413-414.	PA0001653528	2009-12-09	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 4 :	PA0001653539	2009-12-09	

Productions, inc.	Productions, inc.	413-414A.			
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 4 : 415/416.	PA0001653533	2009-12-09	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance - Season 4 : 415/416A.	PA0001653486	2009-12-09	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance - Season 4 : 417-418.	PA0001653484	2009-12-09	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance - Season 4 : 417/418A.	PA0001652292	2009-12-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 4 : 419/420.	PA0001652223	2009-12-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance : 419/420A.	PA0001652493	2008-12-02	
19 Entertainment Limited	19 Entertainment Limited	So You Think You Can dance - Season	PA0001652222	2009-12-02	

dick clark Productions, inc.	dick clark Productions, inc.	4 : 421/422.			
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance - Season 4 : 421/422A.	PA0001652324	2009-12-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance : 423/424.	PA0001652496	2008-12-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance - Season 4 : 423/424A.	PA0001652308	2009-12-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance - Season 4 : 425.	PA0001652316	2009-12-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance : 425A.	PA0001652494	2008-12-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can dance - Season 4 : 426/427.	PA0001652321	2009-12-02	
19 Entertainment	19 Entertainment	So You Think You Can	PA0001652491	2008-12-02	

Limited dick clark Productions, inc.	Limited dick clark Productions, inc.	dance 426/427A.			
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance 501/502.	PA0001673380	2010-03-01	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance 503/504.	PA0001673470	2010-03-01	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance- Season 5 : 505/506.	PA0001673392	2010-03-01	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance 507/508.	PA0001673386	2010-03-01	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 509.	PA0001675848	2010-03-01	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance- Season 5 : 510/511.	PA0001675769	2010-03-01	

19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance- Season 5 : 510/511A.	PA0001675818	2010-03-01	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 512/513.	PA0001673423	2010-03-01	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance- Season 5 : 512/513A.	PA0001675776	2010-03-01	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 514/515.	PA0001673435	2010-03-01	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 514/515A.	PA0001673457	2010-03-01	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 516/517.	PA0001673468	2010-03-01	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 516/517A.	PA0001673268	2010-03-02	

19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance 518/519.	PA0001673256	2010-03-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance 518/519.	PA0001673251	2010-03-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance 520/521.	PA0001673254	2010-03-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance- Season 5 : 520/521.	PA0001673258	2010-03-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance- Season 5 : 522/523.	PA0001675797	2010-03-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance- Season 5 : 522/523A.	PA0001675820	2010-03-02	
19 Entertainment Limited dick clark	19 Entertainment Limited dick clark	So You Think You Can Dance- Season 5 : 524.	PA0001675794	2010-03-02	

Productions, inc.	Productions, inc.				
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 524/525A.	PA0001673266	2010-03-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance- Season 5 : 525.	PA0001675819	2010-03-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 526/527A.	PA0001673263	2010-03-02	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 601.	PA0001674451	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 602.	PA0001674446	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 603.	PA0001674450	2010-02-04	
19 Entertainment Limited	19 Entertainment Limited	So You Think You Can Dance -	PA0001674533	2010-02-04	

dick clark Productions, inc.	dick clark Productions, inc.	Season 6 : 604.			
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 605.	PA0001674544	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 606.	PA0001674526	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 607.	PA0001674542	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 608.	PA0001674525	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 609.	PA0001674529	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 610.	PA0001674473	2010-02-04	
19 Entertainment	19 Entertainment	So You Think You Can	PA0001674455	2010-02-04	

Limited dick clark Productions, inc.	Limited dick clark Productions, inc.	Dance - Season 6 : 611/612.			
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 613/614.	PA0001674532	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 615/616.	PA0001674458	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 615/616A.	PA0001674528	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 617/618.	PA0001674530	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 617/618A.	PA0001674444	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 619/620A.	PA0001674447	2010-02-04	

19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 619/620A.	PA0001674463	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 621/622.	PA0001674462	2010-02-04	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : 621/622A.	PA0001674543	2010-02-16	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 623/624.	PA0001674537	2010-02-16	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 623/624A.	PA0001674536	2010-02-16	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6: 625	PA0001675054	2010-02-16	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Season 6 : 625A.	PA0001674535	2010-02-16	

19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : Season 7 : 701/702.	PA0001708254	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : Season 7 : 703/704.	PA0001708248	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : Season 7 : 705/706.	PA0001708259	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : Season 7 : 707/708.	PA0001708256	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance. [So You Think You Can Dance Episode 712/713]	PA0001708251	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : Season 7.	PA0001708250	2010-10-27	
19 Entertainment Limited	19 Entertainment Limited	So You Think You Can Dance :	PA0001708247	2010-10-27	

dick clark Productions, inc.	dick clark Productions, inc.	Season 7 : 712/713A.			
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : Season 7 : 714/715.	PA0001708244	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance : Season 7 : 714/715A.	PA0001708238	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance: 716/717.	PA0001707104	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance: 716/717A.	PA0001706592	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance: 718/719.	PA0001706620	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance: 718/719A.	PA0001706603	2010-10-27	
19 Entertainment	19 Entertainment	So You Think You Can	PA0001707103	2010-10-27	

Limited dick clark Productions, inc.	Limited dick clark Productions, inc.	Dance: 720/721.			
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance: 720/721A.	0 PA0001706617	210-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance: 722/723.	PA0001706969	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance: 722/723A.	PA0001706820	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance: 724/725.	PA0001706810	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance: 724/725A.	PA0001706811	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance: 726/727.	PA0001706818	2010-10-27	

19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance: 726/727A.	PA0001706813	2010-10-27	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	So You Think You Can Dance - Get Fit	PAu003443965	2010-03-16	
19 Entertainment Limited dick clark Productions, inc.	19 Entertainment Limited dick clark Productions, inc.	S-Club: Seeing Double / by Kim Fuller & Paul Alexander.	PAu002740152	2003-01-28	
19 Merchandising Limited	19 Merchandising Limited	Life is not a Fairy Tale.	TX0006405118	2005-11-09	
19 Productions Limited	19 Productions Limited	Behind Hazel Eyes / Kelly Clarkson	PAu002935143	2005-01-25	
19 Recordings Limited	19 Recordings Limited	A Moment Like This / Director, Antti J.	PA0001317023	2006-03-31	
19 Recordings Limited	19 Recordings Limited	A Thousand Different Ways	SR0000399601	2006-11-01	
19 Recordings Limited	19 Recordings Limited	All I Ever Wanted	SR0000629798	2009-05-04	
19 Recordings Limited	19 Recordings Limited	All is well: Songs for Christmas (Walmart exclusive) / Clay Aiken.	SR0000405172	2007-04-09	
19 Recordings Limited	19 Recordings Limited	American Idol : Season 4, The	SR0000376034	2005-10-31	

		Showstoppers.			
19 Recordings Limited	19 Recordings Limited	American Idol Season 5 Encores.	SR0000389078	2006-06-28	
19 Recordings Limited	19 Recordings Limited	Audio Day Dream	SR0000614410	2008-03-27	
19 Recordings Limited	19 Recordings Limited	Back To Home	SR0000659729	2010-10-25	
19 Recordings Limited	19 Recordings Limited	Battlefield	SR0000638943	2009-08-17	
19 Recordings Limited	19 Recordings Limited	Battlefield: Deluxe DVD/ Jordin Sparks	PA0001673093	2009-09-25	
19 Recordings Limited	19 Recordings Limited	Before your love / director, Antti J.	PA0001317183	2006-03-31	
19 Recordings Limited	19 Recordings Limited	Carnival Ride	SR0000627157	2007-12-26	
19 Recordings Limited	19 Recordings Limited	Carrie Underwood	SR0000636273	2010-01-11	
19 Recordings Limited	19 Recordings Limited	Christmas From the Heart	SR0000643180	2009-12-24	
19 Recordings Limited	19 Recordings Limited	Cowgirls (Digital Exclusive) by Kristy Lee Cook	SR0000657163	2008-10-27	
19 Recordings Limited	19 Recordings Limited	Daughtry: Walmart exclusive / by Daughtry.	SR0000399960	2006-12-01	
19 Recordings Limited	19 Recordings Limited	Daughtry: Deluxe Edition DVD	PA0001621733	2009-02-02	
19 Recordings Limited	19 Recordings Limited	Daughtry: Deluxe Edition	SR0000620787	2009-02-02	
19 Recordings Limited	19 Recordings Limited	David Cook	SR0000623630	2009-01-23	

19 Recordings Limited	19 Recordings Limited	Do You Hear What I Hear	SR0000627125	2007-12-26	
19 Recordings Limited	19 Recordings Limited	Fantasia / Fantasia.	SR0000405173	2007-04-09	
19 Recordings Limited	19 Recordings Limited	For Your Entertainment	SR0000654886	2010-02-18	
19 Recordings Limited	19 Recordings Limited	For Your Entertainment	SR0000654886	2010-02-18	
19 Recordings Limited	19 Recordings Limited	Free Yourself	SR0000635682	2009-07-13	
19 Recordings Limited	19 Recordings Limited	Hear The Angels Sing	SR0000656323	2010-05-26	
19 Recordings Limited	19 Recordings Limited	Human	SR0000613925	2008-07-16	
19 Recordings Limited	19 Recordings Limited	Invisible / director, Diane Martel.	PA0001318334	2006-03-31	
19 Recordings Limited	19 Recordings Limited	It's In Everyone of Us	SR0000613926	2008-07-16	
19 Recordings Limited	19 Recordings Limited	It's Only Love.	SR0000656515	2010-05-26	
19 Recordings Limited	19 Recordings Limited	Jordin Sparks (Wal-Mart Version) by Jordin Sparks	SR0000667919	2008-05-06	
19 Recordings Limited	19 Recordings Limited	Just Like You	SR0000645000	2010-02-12	
19 Recordings Limited	19 Recordings Limited	Katharine McPhee / Katharine McPhee.	SR0000405174	2007-04-09	
19 Recordings Limited	19 Recordings Limited	Kellie Pickler	SR0000618096	2008-10-27	
19 Recordings Limited	19 Recordings Limited	Kris Allen	SR0000650126	2010-03-03	

19 Recordings Limited	19 Recordings Limited	Kristy Lee Cook: Why Wait	SR0000618103	2008-10-27	
19 Recordings Limited	19 Recordings Limited	Leave Right Now	SR0000654416	2010-06-28	
19 Recordings Limited	19 Recordings Limited	Leave This Town	SR0000639745	2009-10-05	
19 Recordings Limited	19 Recordings Limited	Low / director, Antti J.	PA0001288880	2006-03-31	
19 Recordings Limited	19 Recordings Limited	Miss Independent	PA0001288902	2006-03-31	
19 Recordings Limited	19 Recordings Limited	My Best Days	SR0000643783	2010-04-20	
19 Recordings Limited	19 Recordings Limited	No Boundaries/By Adam Lambert	SR0000641922	2009-07-13	
19 Recordings Limited	19 Recordings Limited	O Come All Ye Faithfull	SR0000613932	2008-07-16	
19 Recordings Limited	19 Recordings Limited	On My Way Here	SR0000618086	2008-10-27	
19 Recordings Limited	19 Recordings Limited	Papercut & Postcard	SR0000634856	2009-09-23	
19 Recordings Limited	19 Recordings Limited	Playlist: The Very Best of Ruben Studdard	SR0000650984	2010-03-23	
19 Recordings Limited	19 Recordings Limited	Really Need To Know.	SR0000656580	2010-05-26	
19 Recordings Limited	19 Recordings Limited	Revelation.	SR0000653184	2010-05-31	
19 Recordings Limited	19 Recordings Limited	Since U been gone / director, Alex DeRakoff	PA0001317184	2006-03-31	
19 Recordings Limited	19 Recordings Limited	Small Town Girl	SR0000399090	2006-12-01	
19 Recordings Limited	19 Recordings Limited	Some Hearts / by Carrie	SR0000383054	2006-02-23	

Limited	Limited	Underwood			
19 Recordings Limited	19 Recordings Limited	Taylor Hicks / Taylor Hicks	SR0000405175	2007-04-09	
19 Recordings Limited	19 Recordings Limited	The Other Side of Down: deluxe edition.	SR0000669018	2010-10-25	
19 Recordings Limited	19 Recordings Limited	The real thing / Bo Bice	SR0000382684	2006-02-23	
19 Recordings Limited	19 Recordings Limited	The Real Thing.	PA0001348289	2006-10-23	
19 Recordings Limited	19 Recordings Limited	The Return.	SR0000399969	2006-12-01	
19 Recordings Limited	19 Recordings Limited	The Time of My Life	SR0000513935	2008-07-16	
19 Recordings Limited	19 Recordings Limited	The trouble with love / director, Bryan Barber.	PA0001317021	2006-03-31	
19 Recordings Limited	19 Recordings Limited	The way / director, Diane Martel.	PA0001317022	2006-03-31	
All Girl Productions	All Girl Productions	All American Girl : no. 101-103.	PA0002758549	2003-04-07	

Native Songs Limited	Native Songs Limited	China Heart	PA0001635606	2007-09-26	
Warner/Chappell Music	Warner/Chappell Music				
Rondor Music London Limited	Rondor Music London Limited				
Native Songs Limited	Native Songs Limited	Hey! (so what)	PA0001284613	2003-03-17	
19 Music Limited	19 Music Limited				
Jewels	Jewels				
Native Songs Limited	Native Songs Limited	Master Plan	PA0001623053	2009-02-18	
Black Melody Music Ltd.	Black Melody Music Ltd.				
Native Songs Ltd	Native Songs Ltd	Me and My Imagination	PA000163551	2007-05-21	
Warner/Chappell Music	Warner/Chappell Music				
Rondor Music London Limited	Rondor Music London Limited				
Native Songs Limited	Native Songs Limited	What We Have Started	PA0001635607		
Warner/Chappell Music	Warner/Chappell Music				
Rondor Music London, Ltd	Rondor Music London, Ltd				
Double Vision Film Limited	Double Vision Film Limited	Seeing Double	PA0002769278	2003-03-17	
Mediaproduction, SL	Mediaproduction, SL				

Owner(s)	Title	Registration or Serial Number	Registration Date	Governmental Authority (if non-US copyright registration)
19 TV Limited FremantleMedia North America, Inc.	American Idol:1101/1102, Savannah Auditions	PA0001778732	2012-02-13	
19 TV Limited FremantleMedia North America, Inc.	American Idol: 1103, Pittsburgh Auditions	PA0001778638	2012-02-13	
19 TV Limited FremantleMedia North America, Inc.	American Idol: 1104, San Diego Auditions	PA0001778725	2012-02-13	
19 TV Limited FremantleMedia North America, Inc.	American Idol: 1105, Aspen Auditions	PA0001778724	2012-02-13	

19 TV Limited FremantleMedia North America, Inc.	American Idol: 1106, Galveston Auditions	PA0001778640	2012-02-13	
19 TV Limited FremantleMedia North America, Inc.	American Idol: 1107, Portland Auditions	PA0001778721	2012-02-13	
19 TV Limited FremantleMedia North America, Inc.	American Idol: 1108, St. Louis Auditions	PA0001778719	2012-02-13	
19 TV Limited FremantleMedia North America, Inc.	American Idol: 1109, Hollywood Week Pt. 1	PA0001778738	2012-02-13	
19 Recordings Limited	Trespassing	SR0000700551	2012-05-12	
19 Recordings Limited	100 Proof	SR0000687940	2012-02-14	
19 Recordings Limited	Casey James	SR0000703579	2012-05-09	
19 Recordings Limited	Blown Away	SR0000700157	2012-05-21	

19 TV Limited FremantleMedia North America, Inc.	American Idol:1101/1102, Savannah Auditions	PA0001778732	2012-02-13	
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Owner(s)	Copyright Claimant(s) (Registered Owners(s))	Title	Registration or Serial Number	Registration Date	Governmental Authority (if non-US copyright registration)
All Girl Productions	Universal City Studios LLC and Bubble Factory LLC	That Old Feeling/A Sheinberg Production in Association with Boy of the Year and All Girl Productions, a Carl Reiner film	PA0000790660	3/31/97	

Part IV Registered Designs and Applications Therefor

NONE AS OF THE DATE OF THIS DEBENTURE

Part V Works and Unregistered Designs

NONE AS OF THE DATE OF THIS DEBENTURE

Part VI Other Intellectual Property

NONE AS OF THE DATE OF THIS DEBENTURE

Part VII Intellectual Property Licenses

NONE AS OF THE DATE OF THIS DEBENTURE

SCHEDULE 3

RECEIVABLES ACCOUNT(S)

Account Bank	Name of Chargor	Currency	Account Number	Sort Code (if known/applicable)
Royal Bank of Scotland	19 TV Limited		48614386	

SCHEDULE 4

DETAILS OF POLICIES

NONE AS OF THE DATE OF THIS DEBENTURE

SCHEDULE 5

ASSIGNMENTS

Part A1 Form of Notice of Assignment of Receivables

To: [●] [Debtor/Third Party]

[●] [Address]

[●] [Date]

Dear Sirs

We hereby give you notice that we have assigned by way of security pursuant to the terms of a debenture dated [●] 2016 (such debenture, as the same may from time to time be amended, varied, supplemented, novated or replaced being referred to as the **Debenture**) between ourselves and Wilmington Trust, National Association (or any successor or replacement thereof) as security agent and trustee for and on behalf of certain secured creditors (the **Administrative Agent**) all our rights, title and interest in and to the [●].

We irrevocably and unconditionally instruct and authorize you (notwithstanding any previous instructions which we may have given you to the contrary and without requiring you to make any reference to or seek any further authority from us or to make any enquiry as to the justification for or validity of any notice, statement, requirement or direction) as follows:

- 1 to disclose to the Administrative Agent such information relating to the [debt/agreement] as the Administrative Agent may, at any time and from time to time, request you to disclose to it;
- 2 to make all payments under or arising from the [debt/agreement] to the Administrative Agent or to its order and otherwise to comply with the terms of any written notice, statement or instructions which you receive at any time from the Administrative Agent and which in any way relate to or purport to relate to the Debenture or the [debt/agreement];
- 3 to not make or agree to make any amendments or modifications to any [debt/agreement] or waive any of its rights under any [debt/agreement] or exercise any right to terminate any of its [debt/agreement]; and
- 4 give the Administrative Agent written notice of any breach of the [debt/agreement] as soon as you become aware of it.

You should note that, by virtue of the assignment by way of security comprised in the Debenture to which reference is made above:

- (i) all remedies under or in relation to the [debt/agreement] or available at law or in equity in respect thereof are exercisable by the Administrative Agent;
- (ii) all rights to compel performance of the [specify relevant obligations] are exercisable by the Administrative Agent; and
- (iii) all rights, title and interest whatsoever accruing to or for the benefit of ourselves arising from the [debt/agreement] belong to the Administrative Agent

Words and expressions defined or construed in the Debenture shall bear the same meaning when used in this notice.

The terms of and the instructions and authorisations contained in this letter shall remain in full force and effect until the Administrative Agent gives you notice to the contrary.

This letter shall be governed by and construed in accordance with English law.

Yours faithfully

For

[●] [Chargor]

Part A2 Form of Acknowledgement and Agreement

To: [●] [Administrative Agent]

[●] [Address]

Attention:

[●] [Date]

Dear Sirs

We acknowledge receipt of a notice dated [●] [Date] and addressed to us by [●] (the **Assignor**) regarding the [debt/agreement] referred to in such notice and we hereby acknowledge our acceptance of the terms of and the instructions and authorisations contained in that notice (the **Notice**).

Words and expressions defined or construed in the Notice shall bear the same meanings when used in this acknowledgement.

We acknowledge and confirm that:

we have not received notice that any third party has or may have any rights, title or interest in or to, or has made or may be making any claim or demand or taking any action in respect of, the [debt/agreement];

- (a) no amendment, waiver or release of any rights, title or interest of the Assignor in or to the [debt/agreement] shall be effective without your prior written consent; and
- (b) no termination of any such rights, title or interest in or to the [debt/agreement] shall be effective unless we have given you 30 days early written notice of the proposed termination and specifying the action necessary to avoid such termination; furthermore we confirm that no breach or default on the part of the Assignor of any of the terms of the [agreement giving rise to the debt/agreement] shall be deemed to have occurred unless we have given notice of such breach to you specifying how to make good such breach.

[FOR DEBTS] [We further confirm that we shall not make or exercise any claims or demands, rights of combination, consolidation or set-off or any other equities which we may have in respect of such debt and we shall send you copies of all statements, orders and notices given by us relating to such debt.]

We undertake that, if we become aware at any time that any Person or entity other than yourselves has or may have any rights, title or interest in or to, or has or may be making any claim or demand or taking any action in respect of, the [debt/agreement] we will immediately give written notice to you of the terms of such rights, title, interest, claim, demand or action.

For

[●] [Debtor/Third Party]

Part BI Form of Notice of Assignment of Insurances

To: [●] [Insurer]

[●] [Address]

[●] [Date]

Dear Sirs

Policy number [●]

We hereby give you notice that pursuant to the terms of a debenture (the **Debenture**) dated [] 2016 and made between ourselves and Wilmington Trust, National Association in its capacity as security agent and trustee for and on behalf of certain secured creditors (the **Administrative Agent**) we have assigned by way of security all our interest (including the benefit of all monies owing or to become owing to us and all interest therein) of the above policy (the **Policy**) to the Administrative Agent.

We irrevocably and unconditionally authorize you to issue a letter of undertaking to the Administrative Agent, in the form attached, which, inter alia, confirms your agreement to the above and authorises you to disclose such information relating to the Policy and the proceeds of any claim under it as the Administrative Agent may at any time request you to disclose and, after the Administrative Agent has notified you that an Event of Default (as such term is defined in the **Debenture**) is continuing, to:

- (a) make all payments under or arising from the Policy to the Administrative Agent or to its order (save, for all proceeds which we are legally obliged to pay to our employees or any other Person other than ourselves in respect of whom the Policy was taken out); and
- (b) otherwise comply with the terms of any written notice or instructions which you receive at any time from the Administrative Agent in connection with the Policy or any such proceeds.

In addition, we hereby request that, with effect from today's date, the Administrative Agent be noted on the Policy as first loss payee provided that (for the avoidance of doubt and notwithstanding such first loss payee status) no payments under or arising from the Policy shall be paid to the Administrative Agent until such time as the Administrative Agent shall have disclosed to you that an Event of Default (as such term is defined in the **Debenture**) is continuing. The terms of and the instructions and authorisations contained in this letter shall remain in full force and effect until the Administrative Agent gives you notice to the contrary.

Words and expressions defined or construed in the **Debenture** shall bear the same meaning when used in this notice.

Please acknowledge receipt of this letter by signing the attached form of acknowledgement and agreement and returning it to Wilmington Trust, National Association (marked for the attention of: [●] [Contact]) at [●] [Address]

Yours faithfully

for

[●] [Chargor]

Part B2 Form of Acknowledgement

To: [●] [Administrative Agent]

[●] [Address]

[●] [Date]

Attention: [●]

Dear Sirs

We acknowledge receipt of a notice dated [dot [●] [Date] and addressed to us by [●] [Chargor] (the **Assignor**) regarding policy number [●] (the **Policy**) and acknowledge the instructions and authorisations contained in that notice (the **Notice**).

Words and expressions defined or construed in the Notice shall bear the same meanings when used in this acknowledgement.

We acknowledge and confirm that:

- 1) we shall forthwith endorse a memorandum on the Policy noting your interest as assignee and first loss payee as regards those claims referred to in the notice referred to above;
- 2) we shall disclose to you without further reference to or authority from the Assignor such information relating to the Policy as you may at any time reasonably request;
- 3) after you have notified us that an Event of Default (as such term is used in the notice referred to above) is continuing and unless you notify us in writing to the contrary, all payments in respect of claims under the Policy shall only be paid to you at the account which you shall notify to us at that time or otherwise as referred to in the notice referred to above and we shall otherwise comply with the terms of any written notice or instructions which we receive at any time from you in connection with the Policy or any such proceeds;
- 4) we have not received notice that any third party has or may have any rights, title or interest in or to, or has made or may be making any claim or demand or taking any action in respect of, the Policy;
- 5) no change in any of the terms of the Policy shall be effective without the prior written consent of the Administrative Agent;
- 6) we shall advise you at least 30 days before any cancellation of the Policy; and
- 7) we shall advise you immediately of any default in the payment of any premium payable in respect of the Policy and shall allow 30 days during which payment of such premium shall be accepted, such that the Policy shall continue in full force and effect if made by [●] [Administrative Agent] on behalf of the Assignor and/or any other insured party.

Yours faithfully

for

[Insurer]

Form of Endorsement

Notwithstanding any other provision of this policy, the following endorsement will take effect immediately:

- 1) By an assignment of insurances effected by the Insured pursuant to a debenture dated [●] 2016 in favour of Wilmington Trust, National Association in its capacity as security agent for and on behalf of certain secured creditors (the **Administrative Agent**) the Insured granted to the Administrative Agent all its rights, title and benefit in and to the proceeds of this insurance and all the benefits thereof.
- 2) Whilst an Event of Default is continuing, all claims in respect of loss or damage, if any, payable under this policy (save for all proceeds which the Insured is legally obliged to pay to its employees or any other Person other than itself in respect of whom the Policy was taken out) shall be paid first to the Administrative Agent who is the first loss payee under the policy.

Part CI Form of Notice of Assignment of Material Contracts

To: [●] [Counterparty]

[●] [Address]

[●] [Date]

Dear Sirs

We hereby give you notice that we have assigned by way of security or charged, to the extent not effectively assigned, pursuant to the terms of a debenture dated [] 2016 (such debenture, as the same may from time to time be amended, varied, supplemented, novated or replaced being referred to as the **Debenture**) between ourselves and Wilmington Trust, National Association (or any successor or replacement thereof) as security agent and trustee for and on behalf of certain secured creditors (the **Administrative Agent**) all our rights, title and interest in and to the [insert description of relevant Material Contract] (the **Assigned/Charged Contract**).

Until you receive written notice from the Administrative Agent that an Event of Default (as defined in the Debenture) is continuing, you should note that, notwithstanding the assignment or charge referred to above, we are authorised to continue to deal with you and may continue to exercise all rights in respect of the Assigned/Charged Contract including receiving and exercising all rights relating to the proceeds of the Assigned/Charged Contract.

This letter shall be governed by and construed in accordance with English law.

Yours faithfully

For

[●] [Chargor]

Part C2 Form of Notice of Assignment of Material Contracts: Event of Default

To: [●] [Counterparty]

[●] [Address]

[●] [Date]

Dear Sirs

We refer to our letter to you dated [●], under which we gave you notice that we have assigned by way of security pursuant to the terms of a debenture dated [] 2016 (such debenture, as the same may from time to time be amended, varied, supplemented, novated or replaced being referred to as the **Debenture**) between ourselves and Wilmington Trust, National Association (or any successor or replacement thereof) as security agent and trustee for and on behalf of certain secured creditors (the **Administrative Agent**) all our rights, title and interest in and to the [insert description of relevant Material Contract] (**Material Contract**).

Further to such letter, we irrevocably and unconditionally instruct and authorize you (notwithstanding any previous instructions which we may have given you to the contrary and without requiring you to make any reference to or seek any further authority from us or to make any enquiry as to the justification for or validity of any notice, statement, requirement or direction) as follows:

1. to disclose to the Administrative Agent such information relating to the Material Contract as the Administrative Agent may, at any time and from time to time, request you to disclose to it;
2. to make all payments under or arising from the Material Contract to the Administrative Agent or to its order and otherwise to comply with the terms of any written notice, statement or instructions which you receive at any time from the Administrative Agent and which in any way relate to or purport to relate to the Debenture or the Material Contract;
3. to not make or agree to make any amendments or modifications to any Material Contract or waive any of its rights under any Material Contract or exercise any right to terminate any of its Material Contract; and
4. give the Administrative Agent written notice of any breach of the Material Contract as soon as you become aware of it.

You should note that, by virtue of the assignment by way of security comprised in the Debenture to which reference is made above:

- (i) all remedies under or in relation to the Material Contract or available at law or in equity in respect thereof are exercisable by the Administrative Agent;
- (ii) all rights to compel performance of the obligations under the Material Contract are exercisable by the Administrative Agent; and

- (iii) all rights, title and interest whatsoever accruing to or for the benefit of ourselves arising from the Material Contract belong to the Administrative Agent.

Words and expressions defined or construed in the Debenture shall bear the same meaning when used in this notice.

The terms of and the instructions and authorisations contained in this letter shall remain in full force and effect until the Administrative Agent gives you notice to the contrary.

This letter shall be governed by and construed in accordance with English law.

Yours faithfully

For

[●] [Chargor]

Part C3 Form of Acknowledgement and Agreement

To: [●] [Administrative Agent]

[●] [Address]

Attention:

[●] [Date]

Dear Sirs

We acknowledge receipt of a notice dated- [Date] and addressed to us by [●] (the **Assignor**) regarding the Material Contract referred to in such notice and we hereby acknowledge our acceptance of the terms of and the instructions and authorisations contained in that notice (the **Notice**).

Words and expressions defined or construed in the Notice shall bear the same meanings when used in this acknowledgement.

We acknowledge and confirm that:

- (a) we have not received notice that any third party has or may have any rights, title or interest in or to, or has made or may be making any claim or demand or taking any action in respect of, the Material Contract;
- (b) no amendment, waiver or release of any rights, title or interest of the Assignor in or to the Material Contract shall be effective without your prior written consent; and
- (c) no termination of any such rights, title or interest in or to the Material Contract shall be effective unless we have given you 30 days early written notice of the proposed termination and specifying the action necessary to avoid such termination; furthermore we confirm that no breach or default on the part of the Assignor of any of the terms of the Material Contract shall be deemed to have occurred unless we have given notice of such breach to you specifying how to make good such breach.

We further confirm that we shall not make or exercise any claims or demands, rights of combination, consolidation or set-off or any other equities which we may have in respect of such debt relating to the Material Contract and we shall send you copies of all statements, orders and notices given by us relating to such debt.

We undertake that, if we become aware at any time that any Person or entity other than yourselves has or may have any rights, title or interest in or to, or has or may be making any claim or demand or taking any action in respect of, the Material Contract we will immediately give written notice to you of the terms of such rights, title, interest, claim, demand or action.

For

[●] [Debtor/Third Party]

SCHEDULE 6

SECURITIES

Name of Chargor which holds the shares	Name of company issuing the shares	Number of shares	Class of shares
Core MG	19 Entertainment Limited	15,619	Ordinary shares of £0.01 each
		2,500	Non-voting shares of £0.01 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 Recordings 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 £1.00 each
	Brilliant 19 Limited	65	Ordinary shares of £1.00 each
	Native Management Limited	65	Ordinary shares of £1.00 each
19 Productions Limited	Double Vision Film Limited	100	Ordinary shares of £1.00 each

SCHEDULE 7

Part 1 Form of Account Notice

To [●] [Third Party Bank]
 [●] [Address]

[●] [Date]

Dear Sirs

We refer to the account in our name and maintained with you under account No. [●] and sort code no. [●] (the **Account**).

We hereby give you notice that we have granted a floating charge pursuant to a debenture dated [●] 2016 (such debenture, as the same may from time to time be amended, varied, supplemented, novated or replaced being referred to as the **Debenture**) between ourselves and Wilmington Trust, National Association, (or any successor or replacement thereof) as security agent and trustee for and on behalf of certain secured creditors (the **Administrative Agent**), over all our rights, title and interest in and to the Account and the monies from time to time standing to its credit.

Until you receive written notice from the Administrative Agent that an Event of Default (as defined in the Debenture) is continuing, you should note that we shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on the Account.

Words and expressions defined or construed in the Debenture shall bear the same meaning when used in this notice,

This letter shall be governed by and construed in accordance with English law.

Yours faithfully

for and on behalf of
[Chargor]

Part 2 Form of Acknowledgement and Agreement

To [●] [The Administrative Agent]
[●] [Address]

[●] [Date]

Dear Sirs

We acknowledge receipt of a notice dated [●] and addressed to us by [●] [Chargor] (the **Assigner**) regarding the account mentioned in such notice (the **Account**) and we accept the instructions and authorisations contained in such notice (the **Notice**).

Words and expressions defined or construed in the Notice shall bear the same meanings when used in this acknowledgement.

We acknowledge and confirm that:

1. we do not have and, until you give us notice in writing (including, for the avoidance of doubt, by way of facsimile transmission) that the charge over the Account and the monies from time to time standing to the credit thereof has been released, will not make or exercise any claims or demands, rights of combination, consolidation or set off or any other equities against the Assignor in respect of the Account and the monies from time to time standing to the credit thereof save for fees and charges payable to us for the operation of the Account; and
2. we have not received any notice that any third party has or may have any rights, title or interest in or to, or has made or may be making any claim or demand or taking any action against, the Account and the monies from time to time standing to the credit thereof.

We undertake that) if we become aware at any time that any Person or entity other than yourselves has or may have any rights, title or interest in or to, or has or may be making any claim or demand or taking any action against, the Account, we will immediately give written notice to you of the terms of such rights, title or interest, claim, demand or action.

We confirm that, until you give us notice in writing (including, for the avoidance of doubt, by way of facsimile transmission) that the Assignor may no longer do so (which notice may be given by you at any time whilst an Event of Default (as such term is used in the notice referred to above) is continuing), the Assignor may continue to make transfers or withdrawals from the Account without your prior written authority.

Yours faithfully

for and on behalf of
[Third Party Bank]

SCHEDULE 8

PROPERTY

Part 1 Registered Land

(Freehold property in England and Wales of which the Chargors are registered as the proprietors at H.M. Land Registry)

NONE AS OF THE DATE OF THIS 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 Chargors are the owners)

NONE AS OF THE DATE OF THIS DEBENTURE

Part 3 Other Immovable Property

NONE AS OF THE DATE OF THIS DEBENTURE

SCHEDULE 9

FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on [●]

BETWEEN:

- (1) [●] Limited (a company incorporated in England and Wales with registered number [●] (the **New Chargor**);
- (2) **Core MG UK Holdings Limited** (a company incorporated in England and Wales with registered number 05389449 and whose registered office is at 100 New Bridge Street, London, EC4V 6JA (**Core MG**) for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) [●] as security agent and trustee for itself and the Secured Parties (the **Administrative Agent**).

BACKGROUND:

This deed is supplemental to a debenture dated [●] 2016 between, inter alia, Core MG and the Administrative Agent (as previously supplemented and amended by earlier Accession Deeds (if any), the **Debenture**).

NOW THIS DEED WITNESSES as follows:

1 INTERPRETATION

Terms defined in the Debenture have the same meaning when used in this Accession Deed

2 CONSTRUCTION

Clauses 1.2 to 1.19 (Interpretation) of the Debenture will be deemed to be set out in full in this Accession Deed, but as if references in those clauses to the Debenture were references to this Accession Deed.

3 ACCESSION OF NEW CHARGING COMPANY

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

4 COVENANT TO PAY

The New Chargor as primary obligor covenants with the Administrative Agent (for the benefit of itself and the other Secured Parties) that it will satisfy on demand the Secured Obligations on the date due for payment therefore in the manner provided in the relevant Loan Document or other agreement.

5 SPECIFIC CHARGES

Subject to clause 8 (Removal of Impediments to charges and assignments) and clause 10 (Excluded Assets) of this Accession Deed, the New Chargor 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:

- 5.1 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;
- 5.2 by way of first equitable mortgage, all of its Securities and, if and to the extent not effectively assigned by clause 7 (Assignments by way of Security) of this Accession Deed, all Related Rights relating to such Securities;
- 5.3 by way of first fixed charge:
 - 5.3.1 its Intellectual Property, including all fees and royalties derived from the Intellectual Property;
 - 5.3.2 its Licences and all deeds and documents from time to time relating to the Collateral;
 - 5.3.3 its goodwill and its uncalled share capital both present and future;
 - 5.3.4 if and to the extent not effectively assigned by clause 7 (Assignments by way of Security) of this Accession Deed, 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;
 - 5.3.5 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;
 - 5.3.6 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;
 - 5.3.7 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;
 - 5.3.8 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;

- 5.3.9 if, and to the extent not effectively assigned by clause 7 (Assignments by way of Security) of this Accession Deed, 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 this clause 5;
- 5.3.10 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
- 5.3.11 any beneficial interest, claim or entitlement it has in any pension fund.

6 FLOATING CHARGE

Subject to clause 10 (Excluded Assets), each New Chargor 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 5 (Specific Charges) of this Accession Deed or assigned by way of security under the provisions of clause 7 (Assignments by way of Security) of this Accession Deed). The floating charge created by the New Chargor pursuant to this clause 6 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 this Accession Deed and the Debenture.

7 ASSIGNMENTS BY WAY OF SECURITY

Subject to clause 8 (Removal of Impediments to charges and assignments) and clause 10 (Excluded Assets) of this Accession Deed, the New Chargor 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:

- 7.1 all of its rights in respect of the Policies (including without limitation any proceeds therefrom);
- 7.2 the Receivables; and
- 7.3 all of its rights in respect of any Material Contract or 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.

8 REMOVAL OF IMPEDIMENTS TO CHARGES AND ASSIGNMENTS

To the extent that:

- 8.1 any right, title or interest described in clause 7 (Assignments by way of Security) of this Accession Deed is neither capable of assignment nor (to the extent that clause 5 (Specific Charges) of this Accession Deed purports to take a charge over such right, title or interest to the extent not effectively assigned by clause 7 (Assignments by way of Security)) is any such right, title or interest capable of being charged; or
- 8.2 any right, title or interest described in clause 5 (Specific Charges) of this Accession Deed 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 New Chargor shall, to the extent applicable, comply with its obligations under section 5.11 (a) of the Term Loan Credit 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 7 (Assignments by way of Security) of this Accession Deed or the charge purported to be created by clause 5 (Specific Charges) of this Accession Deed (as the case may be) shall, without prejudice to the provisions of clause 5.3.9 (in relation to Receivables) and 5.3.4 (in relation to the Policies) of this Accession Deed and clause 9 (Trust) of this Accession Deed 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 New Chargor 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 7 (Assignments by way of Security) or clause 5 (Specific Charges) of this Accession Deed (as the case may be) and the New Chargor 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 this Accession Deed.

9 TRUST

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 7 (Assignments by way of Security) and/or clause 5 (Specific Charges) of this Accession Deed 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 New Chargor shall hold that asset on trust for the Administrative Agent and such trust asset shall constitute the Collateral provided that the New Chargor 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 is continuing.

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 7 (Assignments by way of Security) or the relevant paragraph under clause 5 (Specific Charges) and

the trust referred to in this clause 9 of this Accession Deed shall terminate and the relevant asset, right, title or interest shall be assigned or charged to the Administrative Agent in accordance with clause 8 (Removal of Impediments to Charges and Assignments), clause 7 (Assignments by way of Security) and/or clause 5 (Specific Charges) of this Accession Deed (as appropriate).

10 EXCLUDED ASSETS

Notwithstanding the provisions of clause 5 (Specific Charges), clause 6 (Floating Charge) or clause 7 (Assignments by way of Security), but subject to the provisions of clause 9 (Trust) of this Accession Deed, the Security shall not extend to, and the Collateral shall not include and none of the representations, warranties, covenants and undertakings contained in the 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 contained in the Debenture shall apply to, any asset (or a portion thereof) upon such asset (or such portion) ceasing to be an Excluded Asset).

11 CONSTRUCTION OF DEBENTURE

The Debenture and this Accession Deed shall be read together as one instrument on the basis that references in the Debenture to **this Debenture** will be deemed to include this Accession Deed. This Accession Deed shall take effect as a deed even if it is signed under hand on behalf of the Administrative Agent.

12 CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this Accession Deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

13 NOTICES

The New Chargor confirms that its address details for notices are as follows:

Address: [●]

Facsimile: [●]

Attention: [●]

14 LAW

This Accession Deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this Accession Deed has been duly executed on the date first above written.

SCHEDULE 1

Intellectual Property

[]

SCHEDULE 2

Receivables Account(s)

[]

SCHEDULE 3

Details of Policies

[]

SCHEDULE 4

Securities

[]

SCHEDULE 5

Property

[]

SIGNATORIES

THE CHARGORS

EXECUTED and **DELIVERED** as a **DEED**
on behalf of
CORE MG UK HOLDINGS LIMITED
acting by

Director

in the presence of

Signature of Witness

Name of witness
(in **BLOCK CAPITALS**)

Address:

Notice Details:

Address: 100 New Bridge Street, London, EC4V 6JA, UK

Fax: +44 (0)207 919 1999

Attention: Company Secretarial Department

EXECUTED and **DELIVERED** as a **DEED** by
19 ENTERTAINMENT LIMITED
acting by

Director

in the presence of

Signature of Witness

Name of witness
(in **BLOCK CAPITALS**)


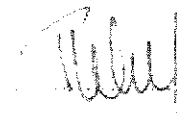
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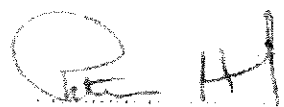

Notice Details:

Address: 100 New Bridge Street, London, EC4V 6JA, UK

Fax: +44 (0)207 919 1999

Attention: Company Secretarial Department



TIFFANY LEBEL
8560 WEST SUNSET BLVD
W HOLLYWOOD CA 90069



TIFFANY LEBEL
8560 W. SUNSET BLVD
W. HOLLYWOOD, CA 90069

**EXECUTED and DELIVERED as a DEED by
19 RECORDINGS LIMITED**
acting by

Director

in the presence of

Signature of Witness

Name of witness
(in **BLOCK CAPITALS**)

Address:

Notice Details:

Address: 100 New Bridge Street, London. EC4V 6JA, UK

Fax: +44 (0)207 919 1999

Attention: Company Secretarial Department

**EXECUTED and DELIVERED as a DEED by
19 TV LIMITED**
acting by

Director

in the presence of

Signature of Witness

Name of witness
(in **BLOCK CAPITALS**)

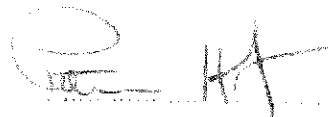
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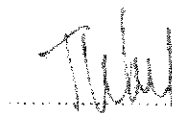
Address: 100 New Bridge Street, London, EC4V 6JA, UK

Fax: +44 (0)207 919 1999

Attention: Company Secretarial Department



TIFFANY LEBEL
8560 W. SUNSET BLVD
W. HOLLYWOOD CA 90069



TIFFANY LEBEL
8560 W. SUNSET BLVD
W. HOLLYWOOD CA 90069

EXECUTED and DELIVERED as a DEED by
19 MERCHANDISING LIMITED
acting by:

Director

in the presence of

Signature of Witness

Name of witness
(in **BLOCK CAPITALS**)

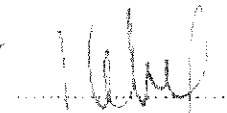
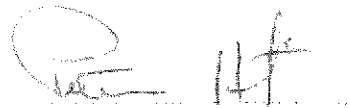
Address

Notice Details:

Address: 100 New Bridge Street, London, EC4V 6JA, UK

Fax: +44 (0)207 919 1999

Attention: Company Secretarial Department



TIFFANY LEBEL

8560 W. SUNSET BLVD
W. HOLLYWOOD, CA 90069

EXECUTED and DELIVERED as a DEED by
19 MANAGEMENT LIMITED
acting by:

Director

in the presence of

Signature of Witness

Name of witness
(in **BLOCK CAPITALS**)

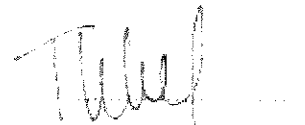
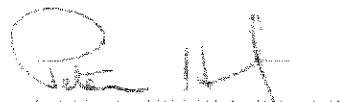
Address:

Notice Details:

Address: 100 New Bridge Street, London, EC4V 6JA, UK

Fax: +44 (0)207 919 1999

Attention: Company Secretarial Department



TIFFANY LEBEL

8560 W. SUNSET BLVD
W. HOLLYWOOD, CA 90069

EXECUTED and DELIVERED as a DEED by
19 PRODUCTIONS LIMITED
acting by:

Director

in the presence of

Signature of Witness

Name of witness
(in **BLOCK CAPITALS**)

Address:

Notice Details:

Address: 100 New Bridge Street, London, EC4V 6JA, UK

Fax: +44 (0)207 919 1999

Attention: Company Secretarial Department

EXECUTED and DELIVERED as a DEED by
19 TOURING LIMITED
acting by:

Director

in the presence of

Signature of Witness

Name of witness
(in **BLOCK CAPITALS**)

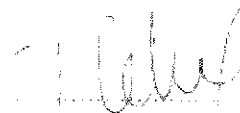
Address:

Notice Details:

Address: 100 New Bridge Street London EC4V 6JA, UK

Fax: +44 (0)207 919 1999

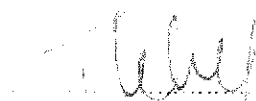
Attention: Company Secretarial Department



TIFFANY LEBEL

8560 W. SUNSET BLVD

W. HOLLYWOOD, CA 90069



TIFFANY LEBEL

8560 W. SUNSET BLVD

W. HOLLYWOOD, CA 90069

EXECUTED and DELIVERED as a DEED by
CORE GROUP PRODUCTIONS LIMITED
acting by:

Director

in the presence of

Signature of Witness

Name of witness
(in BLOCK CAPITALS)

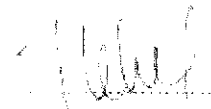
Address:

Notice Details:

Address 100 New Bridge Street London, EC4V 6JA, UK

Fax: +44 (0)207 919 1999

Attention: Company Secretarial Department



TIFFANY LEBEL

8560 W. SUNSET BLVD

W. HOLLYWOOD, CA 90069

EXECUTED and DELIVERED as a DEED by
DOUBLE VISION FILM LIMITED
acting by:

Director

in the presence of

Signature of Witness

Name of witness
(in BLOCK CAPITALS)

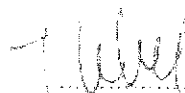
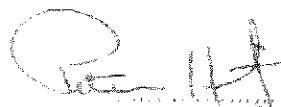
Address:

Notice Details:

Address 100 New Bridge Street, London, EC4V 6JA, UK

Fax: +44 (0)207 919 1999

Attention: Company Secretarial Department



TIFFANY LEBEL

8960 W. SUNSET BLVD

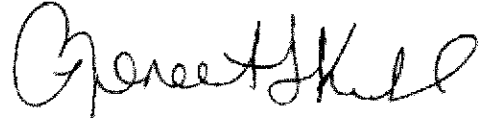
W. HOLLYWOOD CA 90069

ADMINISTRATIVE AGENT

WILMINGTON TRUST, NATIONAL ASSOCIATION
by:

Name

Title



..... Renee Kuhl

..... Vice President