

395

Page 1

Short particulars of all the property mortgaged or charged

As specified in Part II of the attached Schedule

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Baker & McKenzie LLP*

Date 03 March 2008

On behalf of ~~XXXXXXXXXXXX~~ (chargee) †

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

SCHEDULE TO FORM 395

PART I

DEFINITIONS

In addition to terms defined elsewhere in this Form, the following terms have the following meanings in this Form and Schedule

"Affiliate" means any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, another Person. For purposes of this definition, a Person shall be deemed to be "controlled by" another Person if such latter Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such controlled Person whether by contract or otherwise,

"Applicable GAAP" means UK GAAP or IFRS, as the case may be,

"Approved Completion Guarantor" means, with respect to any motion picture, a financially sound and reputable completion guarantor approved by the Required Lenders. The Required Lenders pre-approve as a completion guarantor each of (i) Fireman's Fund Insurance Company, acting through its agent, International Film Guarantors, L P (the general partner of which is International Film Guarantors, Inc) and (ii) Film Finances, Inc and its Affiliates that are insured under the same Lloyds of London insurance policies as Film Finances, Inc (only to the extent the completion guaranty is accompanied by a Lloyds of London "cut-through endorsement"), provided, however, that any such pre-approval may be revoked by the Administrative Agent if deemed appropriate in its sole discretion or if so instructed by the Required Lenders, but further, provided, that such pre-approval may not be revoked with regard to any motion picture if a Completion Guaranty has already been issued for such motion picture,

"Assignment and Acceptance" means an agreement substantially in the form of Exhibit L to the Credit Agreement or such other form as is acceptable to the Administrative Agent, executed by the assignor, assignee and other parties as contemplated thereby,

"Authorized Officer" means, as applied to any Credit Party, the chief executive officer, the chief operating officer or the chief financial officer of such Credit Party (or equivalent position in the case of a limited liability company or limited partnership),

"Book and other Debts" means all book debts and other monetary debts and claims from time to time due or owing to the Company and the benefit of all rights relating thereto, including, without limitation, things in action which give rise or may give rise to a debt or debts including all the right, title and interest of the Company to and in any policies of insurance or assurance and the proceeds thereof and all sums from time to time due or owing to the Company by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union,

"Business Day" means any day other than a Saturday, Sunday or other day on which banks are required or permitted to close in the State of New York, the State of California or London, provided, however, that when used in connection with a Eurodollar Loan or a Sterling Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in Dollar deposits or deposits in Sterling, as the case may be, on the London Interbank Market,

"Capital Lease", as applied to any Person, means any lease of any property (whether real, personal or mixed) by that Person as lessee which, in accordance with Applicable GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person;

"Cash Collateral Accounts" means collateral accounts established on or prior to the Closing Date with (i) the Administrative Agent, in the name of the Administrative Agent (the "U S Dollar Cash Collateral Account"), into which the Company shall from time to time deposit U S Dollars and (ii) the Sterling Agent, in the name of the Sterling Agent (the "Sterling Cash Collateral Account"), into which the Company shall from time to time deposit Sterling, in each case pursuant to the express provisions of the Credit Agreement requiring or permitting such deposits,

"Closing Date" means the date on which the conditions precedent under the Credit Agreement have been satisfied or waived,

"Collateral" shall mean with respect to each Credit Party, all of such Credit Party's right, title and interest in and to all personal property, tangible and intangible, wherever located or situated and whether owned at the date of the Credit Agreement, existing at the date of the Credit Agreement or thereafter acquired or created, including, but not limited to, all goods, accounts, instruments, intercompany obligations, contract rights, partnership and joint venture interests, documents, chattel paper, general intangibles, goodwill, equipment, machinery, inventory, investment property, copyrights, trademarks, trade names, insurance proceeds, cash, deposit accounts, letter of credit rights and the pledged securities, and any proceeds thereof, products thereof or income therefrom, further including but not limited to, all of such Credit Party's right, title and interest in and to each and every item of Product, the scenario, screenplay or script upon which an item of Product is based, all of the properties thereof, tangible and intangible, and all domestic and foreign copyrights and all other rights therein and thereto, of every kind and character, whether in existence at the date of the Credit Agreement or thereafter to be made or produced, and whether or not in possession of such Credit Party, including with respect to each and every item of Product, and without limiting the foregoing language, each and all of the following particular rights and properties (to the extent they are now owned or hereafter created or acquired by such Credit Party)

- (i) all scenarios, screenplays and/or scripts at every stage thereof,
- (ii) all common law and/or statutory copyright and other rights in all literary and other properties (hereinafter called "said literary properties") which form the basis of such item of Product and/or which are or will be incorporated into such item of Product, all component parts of such item of Product consisting of said literary properties, all motion picture rights in and to the story, all treatments of said story and said literary properties, together with all preliminary and final screenplays used and to be used in connection with such item of Product, and all other literary material upon which such item of Product is based or from which it is adapted,
- (iii) all rights for all media in and to all music and musical compositions used and to be used in such item of Product, if any, including, each without limitation, all rights to record, rerecord, produce, reproduce or synchronize all of said music and musical compositions including without limitation reuse fees, royalties and all other amounts payable to such music and musical compositions,
- (iv) all tangible personal property relating to such item of Product, including, without limitation, all exposed film, developed film, positives, negatives, prints, positive prints, answer prints, special effects, preparing materials (including interpositives, duplicate negatives, internegatives, color reversals, intermediates, lavenders, fine grain master prints and matrices, and all other forms of pre-print elements), sound tracks, cutouts, trims, master tapes and any and all other physical properties of every kind and nature relating to such item of Product whether in completed form or in some state of completion, and all masters, duplicates, drafts, versions, variations and copies of each thereof, in all formats whether on film, videotape, disk or other optical or electronic media or otherwise and all music sheets and promotional materials relating to such item of Product (collectively, the "Physical Materials"),
- (v) all collateral, allied, subsidiary and merchandising rights appurtenant or related to such item of Product including, without limitation, the following rights all rights to produce remakes, sequels or prequels to such item of Product, based upon such item of Product, said literary properties or the

theme of such item of Product and/or the text or any part of said literary properties, all rights throughout the world to broadcast, transmit and/or reproduce by means of television (including commercially sponsored, sustaining and subscription or "pay" television) or by streaming video or by other means over the internet or any other open or closed physical or wireless network or by any process analogous to any of the foregoing, now known or hereafter devised, such item of Product or any remake, sequel or prequel to the item of Product, all rights to produce primarily for television or similar use, a motion picture or series of motion pictures, by use of film or any other recording device or medium now known or hereafter devised, based upon such item of Product, said literary properties or any part thereof, including, without limitation, based upon any script, scenario or the like used in such item of Product, all merchandising rights including, without limitation, all rights to use, exploit and license others to use and exploit any and all commercial tie-ups of any kind arising out of or connected with said literary properties, such item of Product, the title or titles of such item of Product, the characters of such item of Product and/or said literary properties and/or the names or characteristics of said characters and including further, without limitation, any and all commercial exploitation in connection with or related to such item of Product, any remake, sequel or prequel thereof and/or said literary properties,

(vi) all statutory copyrights, domestic and foreign, obtained or to be obtained on such item of Product, together with any and all copyrights obtained or to be obtained in connection with such item of Product or any underlying or component elements of such item of Product, including, in each case without limitation, all copyrights on the property described in subparagraphs (i) through (v) inclusive, of this definition, together with the right to copyright (and all rights to renew or extend such copyrights) and the right to sue in the name of any of the Credit Parties for past, present and future infringements of copyright,

(vii) all insurance policies and completion guaranties connected with such item of Product and all proceeds which may be derived therefrom,

(viii) all rights to distribute, sell, rent, license the exhibition of and otherwise exploit and turn to account such item of Product, the Physical Materials, the motion picture rights in and to the story and/or other literary material upon which such item of Product is based or from which it is adapted, and the music and musical compositions used or to be used in such item of Product,

(ix) any and all sums, proceeds, money, products, profits or increases, including money profits or increases (as those terms are used in the UCC or otherwise) or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of such item of Product or any part of such item of Product, including, without limitation, all sums, proceeds, profits, products and increases, whether in money or otherwise, from the sale, rental or licensing of such item of Product and/or any of the elements of such item of Product including, without limitation, from collateral, allied, subsidiary and merchandising rights, and further including, without limitation, all monies held in any Collection Account,

(x) the dramatic, nondramatic, stage, television, radio and publishing rights, title and interest in and to such item of Product, and the right to obtain copyrights and renewals of copyrights therein,

(xi) the name or title of such item of Product and all rights of such Credit Party to the use thereof, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or any other applicable statutes, common law, or other rule or principle of law,

(xii) any and all contract rights and/or chattel paper which may arise in connection with such item of Product,

(xiii) all accounts and/or other rights to payment which such Credit Party owned at the date of the Credit Agreement or which may arise in favor of such Credit Party thereafter, including, without limitation, any refund or rebate in connection with a completion guaranty or otherwise, all accounts and/or rights to payment due from Persons in connection with the distribution of such item of Product,

or from the exploitation of any and all of the collateral, allied, subsidiary, merchandising and other rights in connection with such item of Product,

(xiv) any and all "general intangibles" (as that term is defined in the UCC) not elsewhere included in this definition, including, without limitation, any and all general intangibles consisting of any right to payment which may arise in connection with the distribution or exploitation of any of the rights set out herein, and any and all general intangible rights in favor of such Credit Party for services or other performances by any third parties, including actors, writers, directors, individual producers and/or any and all other performing or nonperforming artists in any way connected with such item of Product, any and all general intangible rights in favor of such Credit Party relating to licenses of sound or other equipment, or licenses for any photograph or photographic or other processes, and any and all general intangibles related to the distribution or exploitation of such item of Product including general intangibles related to or which grow out of the exhibition of such item of Product and the exploitation of any and all other rights in such item of Product set out in this definition,

(xv) any and all goods including, without limitation, inventory (as that term is defined in the UCC) which may arise in connection with the creation, production or delivery of such item of Product and which goods pursuant to any production or distribution agreement or otherwise are owned by such Credit Party, and equipment (as that term is defined in the UCC),

(xvi) all and each of the rights, regardless of denomination, which arise in connection with the acquisition, creation, production, completion of production, delivery, distribution, or other exploitation of such item of Product, including, without limitation, any and all rights in favor of such Credit Party, the ownership or control of which are or may become necessary or desirable, in the opinion of the Administrative Agent, in order to complete production of such item of Product in the event that the Administrative Agent exercises any rights it may have to take over and complete production of such item of Product,

(xvii) any and all documents issued by any pledgeholder or bailee with respect to such item of Product or any Physical Materials (whether or not in completed form) with respect thereto,

(xviii) any and all Collection Accounts, Production Accounts or other deposit or other accounts established by such Credit Party with respect to such item of Product,

(xix) any and all rights of such Credit Party under any Distribution Agreements relating to such item of Product, and

(xx) any and all rights of such Credit Party under contracts relating to the production or acquisition of such item of Product, including but not limited to, all contracts which have been delivered to the Administrative Agent pursuant to this Credit Agreement,

"Commitment" means the commitment of each Lender to make Loans and to participate in Letters of Credit from the Initial Date applicable to such Lender through the Commitment Termination Date, up to an aggregate amount at any one time outstanding not in excess of the amount set forth (i) under the Credit Agreement or (ii) in any applicable Assignment and Acceptance(s) to which it may be a party, as the case may be, as such amount may be reduced from time to time in accordance with the terms of the Credit Agreement,

"Commitment Fee" means a commitment fee payable pursuant to the Credit Agreement,

"Commitment Termination Date" means (i) the Maturity Date or (ii) such earlier date on which the Commitments shall terminate in accordance with the Credit Agreement,

"Completion Guaranty" means, with respect to any motion picture, a completion guaranty issued by an Approved Completion Guarantor in form and substance satisfactory to the Administrative Agent, which (i) names the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing

Bank and the Lenders) or the applicable outside production financier to the extent such motion picture is financed in accordance with the Credit Agreement as a beneficiary thereof to the extent of the applicable Credit Party's financial interest in such item of Product and (ii) guarantees that such motion picture will be Completed in a timely manner, or else payment made to the Administrative Agent (on behalf of itself, the Sterling Agent, the Issuing Bank and the Lenders) of an amount at least equal to the aggregate amount expended on the production of such item of Product by, or for the account of, the applicable Credit Party plus interest on, and other bank charges with respect to, such amount,

"Contribution Agreement" means a Contribution Agreement substantially in the form of Exhibit H to the Credit Agreement, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time,

"Copyright Security Agreement" means a Copyright Security Agreement substantially in the form of Exhibit E-1 to the Credit Agreement, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time by delivery of a Copyright Security Agreement Supplement or otherwise,

"Copyright Security Agreement Supplement" means a Copyright Security Agreement Supplement substantially in the form of Exhibit E-2 to the Credit Agreement,

"Credit Parties" means each of the U K Credit Parties and the U S Guarantors,

"Currency Agreement" means any foreign exchange contract, currency swap agreement, futures contract, option contract, synthetic cap or other similar agreement designed to protect a Credit Party against fluctuations in currency values,

"Debenture" means a Deed of Debenture executed by the U K Credit Parties and the Administrative Agent, substantially in the form of Exhibit C to the Credit Agreement, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time,

"Default" means any event, act or condition which with notice or lapse of time, or both, would constitute an event of default,

"Distribution Agreements" means any and all agreements up to the date of the Credit Agreement or thereafter entered into by a Credit Party pursuant to which such Credit Party sells, leases, licenses or assigns distribution rights or other exploitation rights to any item of Product to an un-Affiliated Person, in each case as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time,

"Equity Interests" means shares of the capital stock, partnership interests, membership interest in a limited liability company, beneficial interests in a trust or other equity interests in any Person or any warrants, options or other rights to acquire such interests,

"Fee Letter" means that certain letter agreement dated as of December 21, 2007 between the Borrower on the one hand and the Administrative Agent and J P Morgan Securities Inc on the other hand, relating to the payment of certain fees by the Borrower,

"Firefly" has Firefly Film and Television Production Limited, a company organized under the laws of England and Wales,

"Fundamental Documents" means, the Credit Agreement, the Notes (if any), the Security Agreement, the Pledgeholder Agreements, the Copyright Security Agreement, the Copyright Security Agreement Supplements, the Trademark Security Agreement, the Pledge Agreement, the Debenture, any Share Charge, the Notices of Assignment and Irrevocable Instruction, the Contribution Agreement, any Instrument of Assumption and Joinder, UCC financing statements, Forms 395 and each of the agreements delivered pursuant thereto and any other ancillary documentation which is

required to be or is otherwise executed by any Credit Party and delivered to the Administrative Agent in connection with the Credit Agreement or any of the documents listed above,

"Guaranty" means, as to any Person, any direct or indirect obligation of such Person guaranteeing or intended to guarantee any Indebtedness, Capital Lease, dividend or other monetary obligation ("primary obligation") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, by contract, as a general partner or otherwise, including, without limitation, any obligation of such Person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, or (c) to purchase property, securities or services, in each case, primarily for the purpose of assuring the performance by the primary obligor of any such primary obligation. The amount of any Guaranty shall be deemed to be an amount equal to (x) the stated or determinable amount of the primary obligation in respect of which such Guaranty is made (or, if the amount of such primary obligation is not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder)) or (y) the stated maximum liability under such Guaranty, whichever is less,

"Inactive Subsidiary" means each direct or indirect Subsidiary of the Borrower which has assets of less than US\$200,000 (or the amount in Sterling which is the U S Dollar equivalent thereof) and which generated less than US\$200,000 (or the amount in Sterling which is the U S Dollar equivalent thereof) of gross revenues during the most fiscal year for which financial statements are available, provided, however, that an Inactive Subsidiary shall cease to be an Inactive Subsidiary under the Credit Agreement at such time, if any, that such former Inactive Subsidiary acquires assets valued at more than US\$200,000 (or the amount in Sterling which is the U S Dollar equivalent thereof) or generates more than US\$200,000 (or the amount in Sterling which is the U S Dollar equivalent thereof) of gross revenues during any fiscal year,

"Indebtedness" means (without double counting), at any time and with respect to any Person, (i) indebtedness of such Person for borrowed money (whether by loan or the issuance and sale of debt securities) or for the deferred purchase price of property or services purchased (other than amounts constituting trade payables arising in the ordinary course of business), (ii) obligations of such Person in respect of letters of credit, acceptance facilities, or drafts or similar instruments issued or accepted by banks and other financial institutions for the account of such Person, (iii) obligations of such Person under Capital Leases, and (iv) indebtedness of others of the type described in clauses (i), (ii) and (iii) hereof which such Person has (a) directly or indirectly assumed or guaranteed in connection with a Guaranty or (b) secured by a Lien on the assets of such Person, whether or not such Person has assumed such indebtedness (provided, that if such Person has not assumed such indebtedness of another Person then the amount of indebtedness of such Person pursuant to this clause (iv) for purposes of the Credit Agreement shall be equal to the lesser of the amount of the indebtedness of the other Person or the fair market value of the assets of such Person which secure such other indebtedness),

"Initial Date" means (i) in the case of the Administrative Agent and the Issuing Bank, the date hereof, (ii) in the case of each Lender which is an original party to the Credit Agreement, the date hereof and (iii) in the case of any other Lender, the effective date of the Assignment and Acceptance pursuant to which it became a Lender,

"Instrument of Assumption and Joinder" means an instrument of assumption and joinder substantially in the form of Exhibit K to the Credit Agreement,

"Interest Rate Protection Agreement" means any interest rate swap agreement, interest rate cap agreement, synthetic cap, collar or floor or other financial agreement or arrangement designed to protect a Credit Party against fluctuations in interest rates

"Issuing Bank" means JPMorgan Chase Bank, N A and its successors,

"Kudos" has Kudos Film & Television Limited, a company organized under the laws of England and Wales,

"Laboratory" means any laboratory or storage facility acceptable to the Administrative Agent which is located in the United States, the United Kingdom or any other jurisdiction which may be acceptable to the Administrative Agent in its discretion and is a party to a Pledgeholder Agreement,

"Lenders" means the lenders under the Credit Agreement,

"L/C Exposure" means, at any time for which it is to be determined, the sum of the U S Dollar L/C Exposure plus the U S Dollar equivalent of the Sterling L/C Exposure,

"Letter of Credit" means a letter of credit issued by the Issuing Bank pursuant to Section 2.4 of the Credit Agreement,

"Lien" means any mortgage, copyright mortgage, pledge, security interest, hypothec, encumbrance, lien or charge or any other claim of any kind whatsoever (including, without limitation, any conditional sale or other title retention agreement, any agreement to grant a security interest at a future date, any lease in the nature of security, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction),

"Loan" or "Loans" means the Sterling Loans and/or the U S Dollar Loans, as applicable,

"Maturity Date" means February 13, 2014,

"Non-Recourse Debt" means Indebtedness (i) as to which no Credit Party (a) provides any guarantee or credit support of any kind (including any undertaking, guarantee, indemnity, keepwell, makewell, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable (as a guarantor or otherwise), (ii) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of any Credit Party to declare a default under such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity and (iii) as to which such lenders have acknowledged in writing that they will not have any recourse against any of the assets of any Credit Party,

"Note" or "Notes" means individually or collectively, as the context so requires, promissory notes in a form acceptable to the Administrative Agent evidencing the Loans,

"Notice of Assignment and Irrevocable Instructions" means (i) with respect to receivables owed to a U S Guarantor, a notice of assignment and irrevocable instructions substantially in the form of Exhibit J of the Credit Agreement and (ii) with respect to receivables owed to a U K Credit Party, a Books and Other Debts notice substantially in the form of Schedule 8 to the Debenture, or, in each case, in such other form as shall be acceptable to the Administrative Agent, including, without limitation, the inclusion of the substance of such notice of assignment and irrevocable instructions or Books and Other Debts notice (as applicable) in a Distribution Agreement,

"Obligations" means the obligation of the Borrower to make due and punctual payment of (i) principal of and interest on the Loans, the Commitment Fees, any reimbursement obligations in respect of Letters of Credit and all other monetary obligations of the Borrower to the Administrative Agent, the Issuing Bank or any Lender under the Credit Agreement, any other Fundamental Document or the Fee Letter, (ii) all amounts payable by the Borrower to any Lender under any Currency Agreement or Interest Rate Protection Agreement, provided that the Administrative Agent shall have received written notice thereof within ten (10) Business Days after execution of such Currency Agreement or Interest Rate Protection Agreement and (iii) amounts payable to JPMorgan

Chase Bank, N A , or any of its Affiliates in connection with any bank account maintained by the Borrower or any other Credit Party at JPMorgan Chase Bank, N A , or any such Affiliate or any other banking services provided to the Borrower or any other Credit Party by JPMorgan Chase Bank, N A or any such Affiliate,

"Person" means any natural person, corporation, division of a corporation, limited liability company, partnership, trust, joint venture, association, company, estate, unincorporated organization or government or any agency or political subdivision thereof,

"Pledge Agreement" means a Pledge Agreement executed by the Administrative Agent and those Credit Parties that own any Equity Interests in any party organized under the laws of any jurisdiction in the United States, substantially in the form of Exhibit B to the Credit Agreement, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time,

"Pledgeholder Agreement" means a laboratory pledgeholder agreement among a Credit Party (or Credit Parties), the Administrative Agent, certain distributors (as applicable), any relevant Approved Completion Guarantor, and one or more Laboratories, substantially in the form of Exhibit F to the Credit Agreement, or in such other form and with such additional parties as shall be acceptable to the Administrative Agent,

"Princess" has Princess Productions Limited, a company organized under the laws of England and Wales,

"Product" means any motion picture, film or video tape or other audio-visual work or any episode thereof produced for theatrical, non-theatrical or television exploitation or for exploitation in any other medium, in each case whether recorded on film, videotape, cassette, cartridge, disc or on or by any other media, means, method, process or device whether known at the date of the Credit Agreement or thereafter developed, with respect to which any Credit Party (i) is the copyright owner or (ii) acquires an equity interest, distribution rights or other copyrightable interest Included within each "item of Product" shall be, without limitation, the scenario, screenplay or script upon which such item of Product is based, all of the properties thereof, tangible and intangible, and whether in existence at the date of the Credit Agreement or thereafter to be made or produced, whether or not in possession of a Credit Party, and all rights therein and thereto, of every kind and character,

"Production Account(s)" shall mean individually or collectively, as the context so requires, each demand deposit account(s) established by a Credit Party at a commercial bank located in the United States or United Kingdom or otherwise reasonably acceptable to the Administrative Agent, for the sole purpose of paying the production costs of a particular motion picture, and, where applicable, as to which the Approved Completion Guarantor for such motion picture has agreed in writing that amounts deposited in such account shall be deemed available for production of such motion picture for purposes of the relevant Completion Guaranty,

"Required Lenders" means Lenders holding at least 66 2/3% of the Total Credit Exposure,

"Revolving Credit Commitment" means the commitment of each Lender to make Revolving Credit Loans and participate in Letters of Credit from the Initial Date applicable to such Lender through the Commitment Termination Date up to an aggregate amount at any one time outstanding not in excess of the amount set forth (i) opposite its name under the column captioned "Revolving Credit Commitment" in the Schedule of Commitments or (ii) in any applicable Assignment and Acceptance(s) to which it may be a party, as the case may be, as such amount may be reduced from time to time in accordance with the terms of the Credit Agreement,

"Revolving Credit Loans" means the collective reference to the U S Revolving Credit Loans and the Sterling Loans,

"Security Agreement" means a Security Agreement executed by the Credit Parties party thereto and the Administrative Agent substantially in the form of Exhibit A to the Credit Agreement, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time,

"Share Charge" means a deed or similar document executed pursuant to section 533 of the Debenture with respect to any Equity Interests in any party organized under the laws of England and Wales and formed or acquired after the Closing Date by a Credit Party, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time,

"Special Purpose Producer" means a special purpose corporation or limited liability company formed solely for the purpose of producing a particular theatrical motion picture, television series, direct to home video or new media Product,

"Sterling" and **"£"** means lawful money of the United Kingdom of Great Britain and Northern Ireland,

"Sterling Agent" means J P Morgan Europe Limited and its successors,

"Sterling L/C Exposure" means, at any time, the amount expressed in Sterling of the aggregate face amount of all drafts which may then or thereafter be presented by beneficiaries under all Letters of Credit denominated in Sterling then outstanding plus (without duplication) the face amount of all drafts which have been presented or accepted under all Letters of Credit denominated in Sterling but have not yet been paid or have been paid but not reimbursed, whether directly or from the proceeds of a Sterling Loan under the Credit Agreement,

"Sterling Loans" means the loans made under the Credit Agreement denominated in Sterling in accordance with the Credit Agreement,

"Subsidiary" means with respect to any Person, any corporation, association, joint venture, partnership, limited liability company or other business entity (whether existing at the date of the Credit Agreement or thereafter organized) of which at least a majority of the voting stock or other ownership interests having ordinary voting power for the election of directors (or the equivalent) is, at the time as of which any determination is being made, owned or controlled by such Person or one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person, provided, however, that for purposes of the Credit Agreement (other than in the definition of Unrestricted Subsidiary and Inactive Subsidiary) and the Fundamental Documents, neither an Unrestricted Subsidiary nor an Inactive Subsidiary shall be a Subsidiary of any Credit Party,

"Term Loans" means a term loan made pursuant to the Credit Agreement,

"Total Credit Exposure" means, without duplication, an amount equal to the sum of (i) the aggregate principal amount of all Loans outstanding under the Credit Agreement, plus (ii) the then current amount of L/C Exposure, plus (iii) the aggregate amount of the unused Total Revolving Credit Commitment then in effect,

"Total Revolving Credit Commitment" means the aggregate amount of the Revolving Credit Commitments then in effect of all Lenders, as such amount may be reduced from time to time in accordance with the terms of the Credit Agreement,

"Trademark Security Agreement" means a Trademark Security Agreement substantially in the form of Exhibit G to the Credit Agreement to be executed by the applicable Credit Parties, as such agreement may be amended, supplemented or otherwise modified, renewed or replaced from time to time,

"UCC" means the Uniform Commercial Code as in effect in the State of New York on the date of execution of the Credit Agreement,

"U.K. Credit Parties" means the Borrower and the U K Guarantors,

"U.K. Guarantors" means the Borrower and all of the direct and indirect Subsidiaries of the Borrower existing at the date of the Credit Agreement or thereafter created or acquired which are organized under the laws of England and Wales, provided, however, that for purposes of clarification, no Unrestricted Subsidiary or Inactive Subsidiary shall be a U K Guarantor under the Credit Agreement,

"Unrestricted Subsidiary" means (i) as of the Closing Date, each direct or indirect Subsidiary of the Borrower specified in the Credit Agreement, and (ii) after the Closing Date, so long as no Default or event of default has occurred and is continuing or would result therefrom, any Subsidiary that (a) is designated in writing by the Borrower to the Administrative Agent as an Unrestricted Subsidiary, which shall include a certification from an Authorized Officer of the Borrower as to the satisfaction of clauses (b) – (f) of this definition, (b) is a Special Purpose Producer, (b) has no Indebtedness other than Non-Recourse Debt, (c) is not party to any agreement, contract, arrangement or understanding with any Credit Party unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Borrower or such Restricted Subsidiary than those that might be obtained at the time from persons who are not Affiliates of the Borrower, (d) is a Person with respect to which no Credit Party has any direct or indirect obligation (1) to subscribe for additional Equity Interests or (2) to maintain or preserve such Person's financial condition or to cause such Person to achieve or maintain any specified levels of profitability, (e) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of any Credit Party, and (f) has no Subsidiaries other than Unrestricted Subsidiaries. If, at any time, any Unrestricted Subsidiary fails to meet the foregoing requirements, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of the Credit Agreement and any Indebtedness of such Subsidiary shall be deemed to be incurred by a Credit Party as of such date. The Borrower may at any time designate any Unrestricted Subsidiary to be a Subsidiary, provided that such designation shall be deemed to be an incurrence of Indebtedness by a Credit Party of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if (i) such Indebtedness is permitted under the Credit Agreement, (ii) no Default or event of default would occur as a result of such designation, (iii) all representations and warranties contained in the Credit Agreement and in the Loan Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such redesignation (both before and after giving effect thereto), unless stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date, and (iv) the Borrower shall have delivered to the Administrative Agent an officer's certificate executed by a Authorized Officer of the Borrower, certifying to the best of such officer's knowledge, compliance with the requirements of preceding clauses (i) through (iii), inclusive,

"U.S. Dollar L/C Exposure" means, at any time, the amount expressed in U S Dollars of the aggregate face amount of all drafts which may then or thereafter be presented by beneficiaries under all Letters of Credit denominated in U S Dollars then outstanding plus (without duplication) the face amount of all drafts which have been presented or accepted under all Letters of Credit denominated in U S Dollars but have not yet been paid or have been paid but not reimbursed, whether directly or from the proceeds of a Loan under the Credit Agreement,

"U.S. Dollar Loans" means the U S Revolving Credit Loans and the Term Loans made under the Credit Agreement denominated in Dollars in accordance with the Credit Agreement,

"U.S. Guarantors" means all of the direct and indirect Subsidiaries of the Borrower existing at the date of the Credit Agreement or thereafter created or acquired which are organized under the laws of any jurisdiction in the United States, provided, however, that for purposes of clarification, no Unrestricted Subsidiary or Inactive Subsidiary shall be a U.S Guarantor under the Credit-Agreement,

"U.S. Revolving Credit Loans" means a U S revolving credit loan made pursuant to the Credit Agreement

PART II

PARTICULARS OF PROPERTY MORTGAGED OR CHARGED

By Section 9.3 of the Credit Agreement (*Grant of Security Interest*), the Company assigned to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders) and granted to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders), a first and prior Lien upon all of its rights in and to the Cash Collateral Accounts, all cash, documents, instruments and securities from time to time held therein, and all rights pertaining to investments of funds in the Cash Collateral Accounts and all products and proceeds of any of the foregoing. All cash, documents, instruments and securities from time to time on deposit in the Cash Collateral Accounts, and all rights pertaining to investments of funds in the Cash Collateral Accounts immediately on the date of the Credit Agreement and without any need for any further action on the part of any of the Credit Parties, the Issuing Bank, any Lender, the Sterling Agent or the Administrative Agent, became subject to the Lien set forth in Section 9.3 of the Credit Agreement, were deemed Collateral for all purposes under the Credit Agreement and were made subject to the provisions of the Credit Agreement.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5935895
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CREDIT AND GUARANTY
AGREEMENT DATED 13 FEBRUARY 2008 AND CREATED BY
KUDOS MAD LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM SHINE LIMITED TO J P MORGAN
CHASE BANK, N.A. (AS ADMINISTRATIVE AGENT FOR ITSELF,
THE STERLING AGENT, THE ISSUING BANK AND THE
LENDERS) THE ISSUING BANK OR ANY LENDER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
4 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MARCH 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PJ