

Company No: 08636077

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
Of

ACORN PRODUCTIONS (UK) LIMITED

(the "Company")



We, the undersigned, being the sole members for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings HEREBY PASS the following special resolution as a Written Resolution and agree that the said resolution shall, pursuant to Chapter 2 of Part 13 of the Companies Act 2006 for all purposes be as valid and effective as if the same had been passed as a special resolution at a General Meeting of the Company duly convened and held

SPECIAL RESOLUTIONS

- 1 **THAT** the Company, in good faith and for the purpose of carrying on its business, enter into the arrangements (the "**Transaction**") to be effected under or pursuant to a Joinder entered into between (1) the Company as Joining Party, (2) the companies listed therein as Borrowers, (3) the companies listed therein as Guarantors and (4) SunTrust Bank as Administrative Agent (the "**Joinder**") and perform its obligations and exercise its rights in relation to the Transaction
- 2 **THAT** the directors be authorised to pass and to implement such resolutions as they think fit in connection with the Company's entry into the Transaction and the performance of its obligations and the exercise of its rights in relation to the Transaction, including as regards approval and execution and delivery of the Joinder and all related matters
- 3 **THAT**, with effect from the passing of this resolution, the articles of association of the Company be altered by the insertion of the following new Article immediately after Article 1 10 (and the consequential re-numbering of each subsequent Article)

"1.11 Model Article 26(5) of the Model Articles shall be amended by inserting a new article 26(6)

a) In this Article

(i) a "**Relevant Transfer**" means any transfer of shares from or to any Secured Party or any receiver (or similar officer) and any transfer of shares executed by any such person in the name of, or on behalf of, any other person which, in each case, is made pursuant to or in accordance with the relevant security document(s), including (without limitation) any such transfer made in order to perfect any mortgage, charge or other security interest in such shares or in exercise of any power of sale or other enforcement power, and

(ii) a "**Secured Party**" means, in respect of any shares, any person to which such shares have been mortgaged or charged (or in favour of which any other security interest in such shares has been created) and any nominee, agent or trustee of or for any such person

(b) the Directors shall not decline to register (and shall not suspend the registration of) any Relevant Transfer and shall register any Relevant Transfer immediately upon receipt

(c) There is no requirement that any shares the subject of a Relevant Transfer should be offered to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the Articles or otherwise to require any such shares to be transferred to them.

(d) The Company's lien shall not apply to shares which have been charged by way of security to a Secured Party.

(e) The Directors shall not issue any share certificate (whether by way of replacement or otherwise) without the prior written consent of any Secured Party

(f) If there is any inconsistency between any provision of this Article and any provision of any other Article, the provision of this Article applies "

Dated November 14, 2013

AGREEMENT

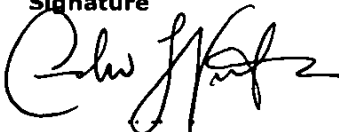
Please read the notes at the end of this document before signifying your agreement to the resolutions

We, the undersigned, being the persons entitled to vote on the above resolutions, irrevocably agree to such resolutions and hereby resolve that the above resolutions are approved and passed

Name of Shareholder

Andrew Wilson

Signature



Date of Signature

November 14, 2013

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Auditors

NOTES

- 1 Shareholders who wish to agree to such resolutions should signify their agreement by signing and returning this document to _____ for the attention of _____
- 2 If you do not agree to the resolutions, you do not need to do anything, you will not be deemed to agree if you fail to reply
- 3 **If sufficient agreement is not received within 28 days of the date of this document then the resolutions will lapse and shareholders will not be able to indicate agreement after that date. If you agree to the resolutions, please ensure your agreement reaches the Company before that date.**
- 4 **Once you have indicated your agreement to the resolutions, you may not revoke your agreement.**
- 5 **If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.**