

MG01

Particulars of a mortgage or charge



A fee is payable with this form  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

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

☐ What this form is NO  
You cannot use this form to register  
particulars of a charge or mortgage  
company. To do this, use form  
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COMPANIES HOUSE

For official use

1 Company details

Company number 0 2 7 4 3 0 3 2

Company name in full Television Support Services Limited (the "Company")

→ Filling in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2 Date of creation of charge

Date of creation 2 3 1 1 2 0 1 0

3 Description

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

Description Security Accession Deed supplemental to the Second Stage Debenture (the "Security Document") dated 23 November 2010 between the Company, HIT Attractions Limited, Sunshine Acquisition 2 Limited, HIT Brands (UK) Limited and Arinto Limited as the Acceding Charging Companies and the Existing Charging Companies named therein and a party to the Second Stage Debenture and Merrill Lynch Capital Corporation as Administrative Agent for the Finance Parties (which expression includes any successor administrative agent appointed pursuant to the Credit Agreement) (the "Administrative Agent")

4 Amount secured

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

Amount secured The "Secured Liabilities", which are defined in the Security Document by reference to the Second Stage Debenture as meaning all present and future obligations and other liabilities of any nature of each Obligor due, owing or incurred under the Finance Documents, (or any of them) to the Administrative Agent and/or the Finance Parties and/or any Receiver (including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents, or in relation to any new or increased advances or utilisations), and whether indebtedness or liabilities originally owed to all or any of the Finance Parties and/or any Receiver or any other person or persons actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon (calculated in accordance with clause 3.3 (Interest) of the Security Document), after as well as before judgment, and all costs, charges and expenses incurred in connection therewith and "Secured Liability" shall be construed accordingly

Please see Note (1) of the continuation pages for definitions  
(to the extent not already defined)

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

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Merrill Lynch Capital Corporation

Address c/o Bank of America, 335 Madison Avenue

New York, NY

Postcode 1 0 0 1 2

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars Please see attached continuation pages

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## Particulars of a mortgage or charge

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

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

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

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

Commission allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X

*Hinklaters LLP*

X

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

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## Particulars of a mortgage or charge



### Presenter information

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

Contact name Scott Simpson/Julia Stapelfed

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

For companies registered in Scotland  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>Television Support Services Limited (Company Number: 02743032) Continuation Page (1)</b></p> <p><b>1. Fixed Charges</b></p> <p>The Company, with full title guarantee and as security for the payment of all Secured Liabilities (whether of that or any other Charging Company), charged in favour of the Administrative Agent for the benefit of itself and the other Finance Parties)</p> <p>(a) by way of first legal mortgage, all Material Property in England and Wales (including that described in Schedule 2 (<i>Material Property</i>) to the Security Document and as set out in Note (2)) belonging to it as at the date of the Security Document,</p> <p>(b) by way of first fixed equitable charge, all After Acquired Property,</p> <p>(c) by way of first fixed charge, all its present and future</p> <ul style="list-style-type: none"> <li>(i) Investments (including the Scheduled Investments described in Schedule 3 (<i>Scheduled Investments</i>) to the Security Document and as set out in Note (3)),</li> <li>(ii) Book Debts,</li> <li>(iii) Intellectual Property (including the Scheduled Intellectual Property described in Schedule 4 (<i>Scheduled Intellectual Property</i>) to the Security Document and as set out in Note (4)),</li> <li>(iv) Bank Balances (including the Bank Balances of the Charged Accounts described in Schedule 5 (<i>Charged Accounts</i>) to the Security Document and as set out in Note (5)),</li> <li>(v) benefits, rights and interest under or in respect of any present or future contract or policy of insurance ("<b>Insurances</b>") and any claim or return of premium or proceeds paid or payable in relation thereto (including the Insurances described in Schedule 6 (<i>Insurances</i>) to the Security Document and as set out in Note (6)),</li> <li>(vi) Personal Chattels (except that mortgaged or charged by paragraph (a) or (b) of Clause 4 1 (<i>Fixed Charges</i>) to the Security Document as described in this paragraph 1) and its interest in any such Personal Chattels in its possession,</li> <li>(vii) rights including, without limitation, the right to receive any compensation now or subsequently in respect of <ul style="list-style-type: none"> <li>A. the Relevant Documents (including the Material Contracts described in Schedule 7 (<i>Material Contracts</i>) to the Security Document and as set out in Note (7) and any agreement to which it is a party (other than any agreement relating to Joint Ventures),</li> <li>B. any warranty, bond, guarantee, indemnity or letter of credit issued in its favour, and</li> </ul> </li> </ul>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>Television Support Services Limited (Company Number: 02743032) Continuation Page (2)</b></p> <p>C. any bill of exchange or any other negotiable instrument held by it,</p> <p>to the extent that the same are not otherwise subject to an effective fixed charge pursuant to Clause 4.1 (<i>Fixed Charges</i>) of the Security Document as described in this paragraph 1 or effective assignment pursuant to Clause 4.2 (<i>Assignment by way of Security</i>) of the Security Document as described in paragraph 2 below,</p> <p>(viii) any interest, claim or right which it has as at the date of the Security Document or subsequently in respect of any pension fund or plan, provided, however, that such interest, claim or right shall not include any interest, claim or right in any assets held by a trust that is qualified under Section 501 of the U.S. Internal Revenue Code for the benefit of any retirement plan that is qualified under Section 401(a) of the U.S. Internal Revenue Code,</p> <p>(ix) uncalled capital and goodwill,</p> <p>(x) any authorisation, licence or consent in relation to any Charged Assets (including the right to receive compensation in respect thereof)</p> <p><b>2. Assignment by way of Security</b></p> <p>(a) The Company assigned absolutely (subject to the right to reassignment on redemption pursuant to Clause 16.7 (<i>Redemption</i>) of the Second Stage Debenture) to the Administrative Agent all its rights and interest as at the date of the Security Document or future in respect of the Relevant Documents (other than any Insurances which relate to any third party liability, employees' liability, public liability or any directors and officers insurance (together, the "<b>Excluded Insurances</b>")) together with the benefit of all its rights, claims and remedies in respect of such Relevant Documents (including the Material Contracts described in Schedule 7 (<i>Material Contracts</i>) to the Security Document and as set out in Note (7))</p> <p>(b) Until the Charges are enforceable in accordance with paragraph (b) of Clause 6.2 (<i>Enforceability of Security</i>) of the Second Stage Debenture, the Company shall be entitled to exercise all its rights in the Relevant Documents, subject to the other provisions of the Security Document</p> <p><b>3. Floating Charge</b></p> <p>The Company with full title guarantee and as security for the payment of all Secured Liabilities (whether of that or any other Charging Company), charged in favour of the Administrative Agent for the benefit of itself and the other Finance Parties by way of first floating charge its undertaking and all its assets, both present and future (including such assets expressed to be charged by Clause 4.1 (<i>Fixed Charges</i>) of the Security Document as described in paragraph 1 above)</p>

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Particulars of a mortgage or charge

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

**Television Support Services Limited (Company Number: 02743032) Continuation Page (3)**

**4. Material Contracts Containing Prohibition on Charging**

Until the relevant consent has been obtained, there shall be excluded from the obligations and restrictions under Clause 5 5 (*Intellectual Property*) of the Second Stage Debenture, the Charge created by paragraph (c)(vii) of Clause 4 1 (*Fixed Charges*) of the Security Document described in paragraph 1 above and from the floating charge created by Clause 4 3 (*Floating Charge*) of the Security Document described in paragraph 3 above and from the operation of the further assurance provision set out in Clause 11 (*Further Assurance*) of the Second Stage Debenture, any rights, title, assets, benefits or interest enjoyed by the Company under a Material Contract and/or any Insurances which constitutes an Excluded Contract

**Please see Note (1) of the continuation pages for definitions (to the extent not already defined).**

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Television Support Services Limited (Company Number: 02743032) Continuation Page (4)</b></p> <p><b>Note (1):</b> In this Form, except to the extent that the context required otherwise</p> <p><b>"Administrator"</b> means an administrator appointed under Schedule B1 of the Insolvency Act 1986</p> <p><b>"Affiliate"</b> has the meaning given to it in the Credit Agreement</p> <p><b>"After Acquired Property"</b> means any Material Property acquired after the date of the Security Document</p> <p><b>"Bank Balances"</b> means the amounts as at the date of the Security Document or subsequently standing to the credit of any Charged Account which the Company has, or has an interest in, with any person (including the Charged Accounts) and the debts represented thereby</p> <p><b>"Book Debts"</b> means all book and other debts and monetary claims as at the date of the Security Document or subsequently due or owing to the Company, the proceeds of the same and the benefit of all Investments, Security Interests and guarantees or other rights of any nature now or subsequently enjoyed or held by it in relation thereto (other than Bank Balances)</p> <p><b>"Borrower"</b> means HIT Entertainment Inc</p> <p><b>"Cash Collateral Account"</b> means an account opened by the Borrower in the name of the Administrative Agent and under the sole dominion and control of the Administrative Agent</p> <p><b>"Charged Accounts"</b> means any Collection Account and any Cash Collateral Account and any other account which the Company has, or has any interest in, with any person and includes any replacement substitute or additional account from time to time</p> <p><b>"Charged Assets"</b> means the assets from time to time the subject of any Security Interests created or purported to be created by or pursuant to the Second Stage Debenture and, where the context permits, the proceeds of sale of such assets</p> <p><b>"Charged Property"</b> means all Material Property forming part of the Charged Assets</p> <p><b>"Charges"</b> means Security Interests from time to time created by or pursuant to the Security Document</p> <p><b>"Charging Companies"</b> means the companies detailed in Schedule 1 (<i>The Charging Companies</i>) to the Second Stage Debenture and any Group Company which accedes to the Second Stage Debenture pursuant to Clause 24 (<i>Assignment and New Charging Companies</i>) of the Second Stage Debenture</p> <p><b>"Collection Account"</b> means any account maintained by the Company with (i) the Administrative Agent, (ii) any Lender Party or (iii) any other bank or financial institution the identity of which has been, or will be, notified by Sunshine Acquisition Limited to the Administrative Agent pursuant to Clause 5 4(f) (<i>Bank Balances and Charged Accounts</i>) of the Second Stage Debenture in each case, pursuant to which moneys are to be paid in accordance with Clause 5 3(c) (<i>Book Debts</i>) of the Second Stage Debenture</p>	



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Television Support Services Limited (Company Number. 02743032) Continuation Page (5)</b></p> <p><b>"Credit Agreement"</b> means the credit agreement dated 20 March 2005 between, among others, HIT Entertainment, Inc , Sunshine Acquisition Limited, Sunshine Holdings 3 Limited, Sunshine Holdings 3A Limited and certain other members of the Group, the Administrative Agent and the Lead Arrangers as varied, amended or supplemented from time to time and as further amended and restated by an amendment and waiver to the amended and restated first lien credit agreement dated 16 April 2010</p> <p><b>"Event of Default"</b> has the meaning given to it in Section 6.01 of the Credit Agreement</p> <p><b>"Excluded Contract"</b> means an agreement the terms of which either preclude absolutely a Charging Company from creating any Security Interest over the benefit of or from assigning its rights arising from such agreement or requiring the consent of any third party prior to the creation of such Security Interest or to the assignment of such rights and such consent shall not have been previously obtained</p> <p><b>"Finance Documents"</b> means</p> <ul style="list-style-type: none"> <li>(a) each Loan Document,</li> <li>(b) the Secured Hedge Agreements, and</li> <li>(c) the Other Secured Documents</li> </ul> <p><b>"Finance Parties"</b> means the "Secured Parties" as defined in the Credit Agreement being</p> <ul style="list-style-type: none"> <li>(a) the Administrative Agent and the Lead Arrangers,</li> <li>(b) the Lender Parties,</li> <li>(c) any Person in its capacity as a counterparty to a Secured Hedge Agreement that (i) is in effect on 1 June 2005 if such Person is a Lender or an Affiliate of a Lender as of 1 June 2005 or (ii) is entered into after 1 June, 2005 if such Person is a Lender or an Affiliate of a Lender (or, with respect to a Secured Hedge Agreement covered by clause (b) of the definition of Secured Hedge Agreement) at the time such Person entered into such Secured Hedge Agreement (a <b>"Hedge Bank"</b>),</li> <li>(d) any Person in its capacity as a party to any Other Secured Document for so long as such Person is a Lender or an Affiliate of a Lender (each an <b>"Other Secured Party"</b>)</li> </ul> <p><b>"First Stage Debenture"</b> means the English law debenture dated 20 March 2005 between, among others, Sunshine Holdings 3 Limited, Sunshine Acquisition Limited and the Administrative Agent</p> <p><b>"First Stage Security Documents"</b> means the First Stage Debenture and any other agreement reflecting the Agreed Security Principles (as defined in the Credit Agreement) and otherwise in form and substance reasonably satisfactory to the Administrative Agent entered into among Sunshine Holdings 3 Limited, Sunshine Acquisition Limited and the Administrative Agent on or prior to the date of the Credit Agreement to secure all Obligations (as defined in the Credit Agreement) of Sunshine Holdings 3 Limited and Sunshine Acquisition Limited under or in respect of the Loan Documents, the Secured Hedge Agreements and the Other Secured Documents</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Television Support Services Limited (Company Number: 02743032) Continuation Page (6)</b></p> <p><b>"Fixtures"</b> means trade and other fixtures and fittings and fixed plant, machinery and other apparatus</p> <p><b>"Group"</b> means, at any time, Sunshine Holdings 3 Limited, Sunshine Holdings 3A Limited, Sunshine Acquisition Limited, Helium and its Subsidiaries (as defined in the Credit Agreement) at that time and <b>"Group Company"</b> and <b>"member of the Group"</b> means any one of them</p> <p><b>"Guarantors"</b> means Sunshine Holdings 3 Limited, Sunshine Holdings 3A Limited, Sunshine Acquisition Limited and the Subsidiary Guarantors</p> <p><b>"Hedge Agreement"</b> means interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts and other hedging agreements</p> <p><b>"Helium"</b> means HIT Entertainment Limited</p> <p><b>"Intellectual Property"</b> means all patents and patent applications, trade and service marks and trade and service mark applications, all brand and business names, all copyrights (including any rights in computer software) and rights in the nature of copyrights, all design rights, all registered designs, all logos, get-up, inventions (including any software), topography and similar rights, database rights, domain name rights, all trade secrets, know-how, confidential information and all other intellectual property rights owned by the Company throughout the world and any interests (including by way of licence) of the Company in any of the foregoing (whether or not registered and including all applications for the same and any associated goodwill and all rights to bring proceedings for infringement)</p> <p><b>"Intercompany Loan Agreements"</b> means the agreements in a form acceptable to the Administrative Agent (acting reasonably) to be entered into between members of the Group pursuant to which funds are advanced to enable the Sunshine Acquisition Limited to make payments under the Finance Documents, and all other loans between members of the Group in respect of which the Company is the lender</p> <p><b>"Investment"</b> means any debenture, bond, share, stock, certificate of deposit or other security or investment owned as at the date of the Security Document or in the future at law or in equity by the Company (excluding any share, stock or other investment as at the date of the Security Document or in the future in any Joint Venture) and all dividends, interest and other moneys paid or payable in respect thereof and all rights, moneys and assets related to or accruing or offered or arising thereon from time to time, whether by way of redemption, conversion, exercise of option rights, substitution, exchange, preference, bonus or otherwise</p> <p><b>"IP Agreements"</b> means the IP agreements listed in Schedule 7 (<i>Maternal Contracts</i>) to the Security Document as described in Note (7) and any other agreements entered into by or for the benefit of any Charging Company relating to the use or exploitation of Intellectual Property</p> <p><b>"Issuing Bank"</b> has the meaning given to it in the Credit Agreement and includes any Eligible Assignee to which a Letter of Credit Commitment (each as defined in the Credit Agreement) has been assigned pursuant to the Credit Agreement</p>	

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## Particulars of a mortgage or charge

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Short particulars	<p><b>Television Support Services Limited (Company Number: 02743032) Continuation Page (7)</b></p> <p><b>"Joint Venture"</b> has the meaning given to it in the Second Stage Debenture</p> <p><b>"Lead Arrangers"</b> means Merrill Lynch, Pierce, Fenner &amp; Smith Incorporated and Deutsche Bank Securities Inc as Joint Lead Arrangers and Joint Bookrunners under the Credit Agreement</p> <p><b>"Lender"</b> has the meaning given to it in the Credit Agreement</p> <p><b>"Lender Party"</b> means any Lender, any Issuing Bank or any Swing Line Bank</p> <p><b>"Lien"</b> means any lien, security interest or other charge (fixed or floating) or encumbrance of any kind, or any other type of preferential arrangement, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property</p> <p><b>"Loan Documents"</b> means</p> <ul style="list-style-type: none"> <li>(a) the Credit Agreement,</li> <li>(b) the Notes (if any) defined in the Credit Agreement as being an Incremental Note, a Term Note or a Revolving Credit Note (each as defined in the Credit Agreement),</li> <li>(c) the First Stage Security Documents, the Second Stage Security Documents and any other agreement that creates or purports to create Lien in favour of the Administrative Agent for the benefit of the Finance Parties,</li> <li>(d) each request for the issuance of a letter of credit pursuant to Section 2.03(a) of the Credit Agreement with respect to any letter of credit to be issued pursuant to the Credit Agreement and any accompanying application and agreement for such letter of credit between the Borrower and the Issuing Bank,</li> <li>(e) each supplement to the Credit Agreement in substantially the form of Exhibit E to the Credit Agreement,</li> <li>(f) each guaranty supplement in a form and substance satisfactory to the Administrative Agent delivered pursuant to Section 8.05 of the Credit Agreement,</li> <li>(g) each Assumption Agreement (as defined in the Credit Agreement), and</li> <li>(h) the fee letter from the Administrative Agent, the Lead Arrangers and Merrill Lynch International to Sunshine Acquisition Limited dated on or about March 20, 2005 setting out details of certain fees payable in connection with the Term Facility, the Revolving Credit Facility, the Swing Line Facility or the Letter of Credit Facility (each as defined in the Credit Agreement),</li> </ul> <p>in each case as such documentation may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms</p> <p><b>"Loan Parties"</b> means the Borrower and the Guarantors</p>	

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p><b>Television Support Services Limited (Company Number: 02743032) Continuation Page (8)</b></p> <p><b>"Material Contracts"</b> means (a) the IP Agreements and (b) any other agreement designated as such by the Administrative Agent and Sunshine Holdings 3 Limited at the date of the Security Document or thereafter</p> <p><b>"Material Property"</b> means, at any time, all freehold property having an individual fair market value of U S \$2,000,000 or its Equivalent (as defined in the Credit Agreement) at that time</p> <p><b>"Obligor"</b> means the Loan Parties</p> <p><b>"Other Secured Document"</b> means overdraft, cash management or treasury service arrangements (including depositary, credit or debit card and, electronic funds transfer services), and any guarantee in respect of such arrangements, in each case entered into by one or more Loan Parties with one or more Other Secured Parties, so long as such arrangements and guarantee do not violate the Credit Agreement</p> <p><b>"Person"</b> means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof</p> <p><b>"Personal Chattels"</b> means plant, machinery, equipment, goods and other personal chattels (including all spare parts, replacements, modifications and additions) but not Fixtures on Charged Property charged under paragraph (c)(vi) of Clause 4 1 (<i>Fixed Charges</i>) of the Security Document as described in paragraph 1 of this form or stock in trade or work in progress</p> <p><b>"Receiver"</b> means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Administrative Agent pursuant to the Security Document or otherwise</p> <p><b>"Relevant Documents"</b> means the Hedge Agreements, the Insurances, the Intercompany Loan Agreements and the Material Contracts</p> <p><b>"Scheduled Intellectual Property"</b> means the Intellectual Property described in Schedule 4 (<i>Scheduled Intellectual Property</i>) to the Security Document and as set out in Note (4)</p> <p><b>"Scheduled Investments"</b> means the Investments described in Schedule 3 (<i>Scheduled Investments</i>) to the Security Document and as set out in Note (3)</p> <p><b>"Second Lien Credit Agreement"</b> means the Second Lien Credit Agreement dated as of August 26 2005, among HIT Entertainment, Inc., the lenders party thereto, the guarantors signatories thereto and Cantor Fitzgerald Securities, as successor administrative agent and successor collateral agent</p> <p><b>"Second Stage Debenture"</b> means the debenture dated 1 June 2005 between, among others, HIT Entertainment Finance Limited, HIT Entertainment Limited, Gullane Entertainment Limited, Gullane (Thomas) Limited, The Media Merchants Television Company Limited, HIT Holdings 3 Limited, HIT (MTK) Limited, Prism Art &amp; Design Limited, Gullane (Development) Limited, Gullane (Productions) Limited, HIT Ventures 5 Limited and Rainbow Magic Limited as the Charging Companies and the Administrative Agent</p>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Television Support Services Limited (Company Number: 02743032) Continuation Page (9)

**"Second Stage Security Documents"** means the Second Stage Debenture and any other agreement reflecting the Agreed Security Principles (as defined in the Credit Agreement) and otherwise in form and substance reasonably satisfactory to the Administrative Agent entered or to be entered into between Helium and the second stage subsidiary guarantors listed at Schedule 4 01(b) to the Credit Agreement and the Administrative Agent to secure all Obligations (as defined in the Credit Agreement) of Helium, the second stage subsidiary guarantors listed at Schedule 4 01 (b) to the Credit Agreement under or in respect of the Loan Documents, the Secured Hedge Agreements and the Other Secured Documents

**"Secured Hedge Agreement"** means any Hedge Agreement and any guarantee in respect thereof, in each case required or permitted under (a) Article V of the Credit Agreement or (b) Article V of the Second Lien Credit Agreement that is entered into by and between any Loan Party and any Hedge Bank

**"Security Interests"** means any mortgage, charge (fixed or floating), standard security, pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, reservation of title, or any other security interest whatsoever, howsoever created or arising or any other agreement or arrangement (including, without limitation, a sale and repurchase agreement) entered into for the purposes of conferring security and any agreement to enter into, create or establish any of the foregoing

**"Subsidiary Guarantors"** means Helium, the second stage subsidiary guarantors listed in Schedule 4 01(b) to the Credit Agreement and each other Material Subsidiary (as defined in the Credit Agreement) of Sunshine Holdings 3 Limited that shall be required to execute and deliver a guaranty supplement in a form and substance satisfactory to the Administrative Agent pursuant to Section 5 01(k) of the Credit Agreement

**"Swing Line Bank"** has the meaning given to it in the Credit Agreement and includes each Eligible Assignee to which a Swing Line Commitment (each as defined in the Credit Agreement) has been assigned pursuant to the Credit Agreement

#### Note (2):

The Material Property specified in Schedule 2 (*Maternal Property*) to the Security Document is as follows

Charging Company	Details of Material Property
The Company	None as at the date of the Security Document

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Television Support Services Limited (Company Number: 02743032) Continuation Page (10)**

#### Note (3):

The Scheduled Investments specified in Schedule 3 (*Scheduled Investments*) to the Security Document are as follows

Charging Company	Investment Entity
The Company	None as at the date of the Security Document

#### Note (4):

The Scheduled Intellectual Property specified in Schedule 4 (*Details of the Scheduled Intellectual Property*) to the Security Document are as follows

#### 1 Patents

Grantor/ Charging Company	Patent	Country	Applic. No.	Reg. No.	Filing Date	Issue Date
The Company	None as at the date of the Security Document					

#### 2 Domain Names

Grantor/ Charging Company	Domain Name/Mark	Issue Date
The Company	None as at the date of the Security Document	

#### 3 Trade Marks

Grantor/ Charging Company	Domain Name/Mark	Country	Reg. No.	Filing Date	Issue Date
The Company	None as at the date of the Security Document				

#### 4 Trade Names

Grantor/ Charging Company	Mark/Trade Name	Country	Reg No.	Issue Date
The Company	None as at the date of the Security Document			

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Television Support Services Limited (Company Number. 02743032) Continuation Page (11)**

#### 5 Copyrights

Grantor/ Charging Company	Title of Work	Country	Reg. No.	Issue Date
The Company	None as at the date of the Security Document			

#### Note (5):

The Charged Accounts specified in Schedule 5 (*Charged Accounts*) to the Security Document are as follows

Charging Company	Account number	Sort Code	Account Bank and Branch Address
The Company	10677949	20-79-25	Barclays Bank plc PO Box 729, Eagle Point 1 Capability Green Luton LU1 3US

#### Note (6):

The Insurances specified in Schedule 6 (*Insurances*) to the Security Document are as follows

Charging Company	Type of policy	Insurer	Policy Number
The Company	Television & Film Producers Protection	Hiscox Insurance Company Limited	HU TMT 2264405

#### Note (7):

The Material Contracts specified in Schedule 7 (*Material Contracts*) to the Security Document are as follows

Charging Company	Details of Material Contracts
The Company	None as at the date of the Security Document

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Television Support Services Limited (Company Number: 02743032) Continuation Page (12)</b></p> <p><b>Note (8):</b></p> <p>The Security Document provides that</p> <ol style="list-style-type: none"> <li>1. <b>Security:</b> Subject to Clause 5 3 (<i>Book Debts</i>) of the Second Stage Debenture, except with the consent of the Administrative Agent, the Company shall not create or permit to be outstanding any Security Interest over any Charged Assets save as expressly permitted pursuant to Section 5 05(a) (<i>Liens, Etc</i>) of the Credit Agreement</li> <li>2. <b>Disposal:</b> Subject to Clause 5 3 (<i>Book Debts</i>) of the Second Stage Debenture, except with the consent of the Administrative Agent, the Company shall not sell, transfer, assign, lease, hire out, grant, lend or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing except as permitted under the Credit Agreement</li> <li>3. <b>Conversion by Notice:</b> Save as provided in paragraph (e) of Clause 4 3 (<i>Floating Charge</i>) of the Security Document as described in paragraph 4 of this Note (8), the Administrative Agent may by notice to the Company convert the floating charge created by the Company pursuant to Clause 4 3 (<i>Floating Charge</i>) of the Security Document as described in this paragraph 3 into a fixed charge as regards such assets as may be specified (whether generally or specifically) in such notice if             <ol style="list-style-type: none"> <li>(i) an Event of Default is outstanding, or</li> <li>(ii) the Administrative Agent considers those assets to be in jeopardy (whether due to a risk) of being seized or sold pursuant to any distress, attachment, execution, sequestration or other legal process or otherwise</li> </ol> </li> <li>4. <b>Automatic Conversion:</b> Notwithstanding any other provision of the Security Document or the Second Stage Debenture (and without prejudice to the circumstances in which the floating charge created under Clause 4 3 (<i>Floating Charge</i>) of the Security Document (as described in paragraph 3 (<i>Floating Charge</i>) of this Form) will crystallise under general law, but subject to paragraph (f) of Clause 4 3 (<i>Floating Charge</i>) of the Security Document as described in paragraph 5 below             <ol style="list-style-type: none"> <li>(i) if any person presents or makes an application for a writ of execution, writ of fieri facias, garnishee order or charging order or otherwise levies or attempts to levy any distress, execution, attachment, expropriation, sequestration or other legal process against any of the assets which are charged by way of the first floating charge of the Company, or</li> <li>(ii) any Charging Company breaches paragraph (a) of Clause 5 1 (<i>General Restrictions and Obligations</i>) of the Second Stage Debenture (as described in paragraph 1 and 2 of this Note (8)), or</li> </ol> </li> </ol>	



# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Television Support Services Limited (Company Number: 02743032) Continuation Page (13)</b></p> <ul style="list-style-type: none"> <li>(iii) a resolution is passed or a petition is presented for the winding up, dissolution, administration or reorganisation in relation to any Charging Company which is not discharged within 14 days (in the case of a winding up petition) or 5 days (in the case of a petition for an administration order) or in any event before such petition is heard or a resolution is passed for a creditors' voluntary winding-up or a creditors' voluntary winding-up is commenced, or</li> <li>(iv) an Administrator or Receiver is appointed in respect of any Charging Company or the Administrative Agent receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of the Company, or</li> <li>(v) any person (who is legally entitled to do so) gives notice of its intention to appoint an administrator (under paragraph 26 of the Insolvency Act 1986, Schedule B1) to an Obligor or files such a notice with the court,</li> </ul> <p>then with immediate effect and without notice the floating charge shall automatically convert into a fixed charge as regards the Charged Assets secured by such floating charge</p> <p>5. No floating charge created by Clause 4 3 (<i>Floating Charge</i>) of the Security Document (as described in paragraph 3 (<i>Floating Charge</i>) of this Form) may be converted into a fixed charge or otherwise crystallise solely by reason of</p> <ul style="list-style-type: none"> <li>(i) the obtaining of a moratorium by the Company,</li> <li>(ii) anything done with a view to obtaining a moratorium, under Section 1A and Schedule A1 to the Insolvency Act 2000</li> </ul> <p><b>Please see Note (1) of the continuation pages for definitions.</b></p>	



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 2743032  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED  
DATED 23 NOVEMBER 2010 AND CREATED BY TELEVISION  
SUPPORT SERVICES LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE  
ADMINISTRATIVE AGENT AND/OR THE FINANCE PARTIES  
AND/OR ANY RECEIVER ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 3 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 DECEMBER  
2010

CC



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES