

MG01

Particulars of a mortgage or charge

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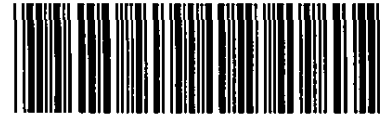


A fee is payable with this form  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

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

☒ What this form is NOT  
You cannot use this form  
particulars of a charge for  
company To do this, please  
form MG01s

FRIDAY



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10/12/2010

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COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	<div>for official use 6</div>
Company number	0 2 7 4 3 0 3 2	<b>→ Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Television Support Services Limited (the "Charging Company")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d 2 3 m 1 1 y 2 0 y 1 0	
<b>3</b>	<b>Description</b>	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	Second Lien Accession Deed supplemental to the Second Lien Debenture (the "Security Document") dated 23 November 2010 between, amongst others, the Company, the Existing Charging Companies, and Cantor Fitzgerald Securities as Administrative Agent for the Finance Parties (expressly including any successor administrative appointed under the Credit Agreement) ("Administrative Agent")	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Amount secured	Please see attached continuation page	

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**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

Name

Cantor Fitzgerald Securities

Address

499 Park Avenue

New York, NY

Postcode

1 0 0 2 2

Name

Address

Postcode

**Continuation page**

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

6

**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

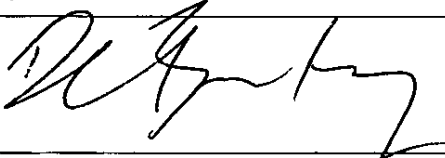
Please see attached continuation pages

**Continuation page**

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

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Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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)</p> <p>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)</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature  X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 **David Burley**

Company name **Ropes & Gray International LLP**

Address **5 New Street Square**

Post town **London**

County/Region

Postcode **E C 4 A 3 B F**

Country **United Kingdom**

DX

Telephone **02031221148**



### 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)**

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Television Support Services Limited (Company Number 02743032)</p> <p>The "Secured Liabilities", which are defined in the Security Document by reference to the Second Lien 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 <u>Administrative Agent and/or the Finance Parties and/or any Receiver</u> (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 4 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</p>	Continuation Page (1)

# LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Television Support Services Limited (Company Number 02743032)</p> <p>1 Fixed Charges</p> <p>The Company, with full title guarantee and as security for the payment of all Secured Liabilities (whether of the 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 legal mortgage, <u>all Matenal Property in England and Wales</u> (including that described in Schedule 2 ("Material Property") 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 fixed equitable charge, all After Acquired Property,</p> <p>(c) by was of fixed charge, all its present and future</p> <p>(i) Investments (including the Scheduled Investments described in Schedule 3 ("Scheduled Investments") to the Security Document and as set out in Note (3)),</p> <p>(ii) Book Debts,</p> <p>(iii) Intellectual Property (including the Scheduled Intellectual Property described in Schedule 4 (Scheduled Intellectual Property) to the Security Document and as set out in Note (4)),</p> <p>(iv) Bank Balances (including the Bank Balances of the Charged Accounts described in Schedule 5 ("Charged Accounts") to the Security Document and as set out in Note (5)),</p> <p>(v) benefits, rights and interest under or in respect of any present or future contract or policy of insurance ("Insurances") and any claim or return of premium or proceeds paid or payable in relation thereto (including the Insurances described in Schedule 6 (Insurances) to the Security Document and as set out in Note (6)),</p> <p>(vi) Personal Chattels (except that mortgaged or charged by paragraph (a) or (b) of Clause 5 1 ("Fixed Charges") in the Security Document as described in this paragraph 1) and its interest in any such Personal Chattels in its possession,</p> <p>(vii) rights including, without limitation, the right to receive any compensation now or subsequently in respect of</p> <p>(A) the Relevant Documents (including the Material Contracts described in Schedule 7 ("Material Contracts") 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),</p> <p>(B) any warranty, bond, guarantee, indemnity or letter of credit issued in its favour, and</p> <p>(C) any bill of exchange or any other negotiable instrument held by it,</p>	Continuation Page (2)

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	Continuation Page (3)
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>Television Support Services Limited (Company Number 02743032)</p> <p>to the extent that the same are not otherwise subject to an effective fixed charge pursuant to Clause 5 1 (Fixed Charges) of the Security Document as described in this paragraph 1 or effective assignment pursuant to Clause 5 2 (Assignment by way of Security) 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, and</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>2 Assignment by way of Security</p> <p>(a) Prior to the date on which the First Lien Obligations are discharged in full, each Acceding Charging Company (as defined in the Security Document) hereby charges by way of fixed charge all rights and interest present or future of such Acceding Charging Company in respect of the Relevant Documents (other than Insurances which relate to any third party liability, employees' liability, public liability or directors and officers insurance (together, the "Excluded Insurances") together with the benefit of all rights, claims and remedies in respect of such Relevant Documents</p> <p>(b) The Company assigned absolutely (subject to the right to reassignment on redemption pursuant to Clause 16 7 (Redemption) of the Second Lien 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 Excluded Insurances) together with the benefit of all its rights, claims and remedies in respect of such Relevant Documents (including Material Contracts described in Schedule 7 (Material Contracts) to the Security Document and as set out in Note (7))</p> <p>(c) Until the Charges are enforceable in accordance with paragraph (b) of Clause 6 2 (Enforceability of Security) of the Second Lien Debenture, the Company shall be entitled to exercise all its rights in the Relevant Document, subject to the other provisions of the Security Document</p>	

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Television Support Services Limited (Company Number 02743032)</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 as expressed to be charged by Clause 5 1 (Fixed Charges) of the Security Document as described in paragraph 1 above)</p> <p><b>4 Material Contracts containing Prohibition on Charging</b></p> <p>Until the relevant consent has been obtained, there shall be excluded from the obligation and restrictions under clause 5 5 (Intellectual Property) of the Second Lien Debenture, the Charge created by paragraph (c)(iii) of Clause 5 1 (Fixed Charges) of the Security Document described in paragraph 1 above and from the floating charge created by Clause 5 3 (Floating Charge) of the Security Document described in paragraph 3 above and from the operation of the further assurances provision set out in Clause 11 (Further Assurance) of the Second Lien 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</p> <p>Please see Note (1) of the continuation pages for definitions (to the extent not already defined)</p>	Continuation Page (4)



## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Television Support Services Limited (Company Number 02743032) Continuation Page (5)</p> <p>Note (1) In this Form, except to the extent that the context required otherwise</p> <p>"Administrator" means an administrator appointed under Schedule B1 of the Insolvency Act 1986</p> <p>"Affiliate" has the meaning given to it in the Credit Agreement</p> <p>"After Acquired Property" has the meaning given to it in Clause 4 1(a) (Acquisition of Property) in the Second Lien Debenture</p> <p>"Bank Balances" means the amounts now or subsequently standing to the credit of any Charged Account which each Charging Company has, or has an interest in, with any person (including the Charged Accounts) and the debts represented thereby</p> <p>"Book Debts" means all book and other debts and monetary claims now 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>"Borrower" means HIT Entertainment Inc</p> <p>"Cash Collateral Account" 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>"Charged Accounts" 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>"Charged Assets" 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 Lien Debenture and, where the context permits, the proceeds of sale of such assets,</p> <p>"Charged Property" means all Material Property forming part of the Charged Assets</p> <p>"Charged Investments" means Investments forming part of the Charged Assets</p> <p>"Charging Companies" means the companies detailed in Schedule 1 (the Charging Companies) to the Second Lien Debenture and any Group Company which accedes to the Second Lien Debenture pursuant to Clause 24 (Assignment and New Charging Companies) of the Second Lien Debenture</p>	

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

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 (6)	
	<p>"Collection Account" means any account maintained by the Company with (1) the Administrative Agent, (ii) any of the Lenders, 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) (Bank Balances and Charged Accounts) of the Second Lien Debenture in each case, pursuant to which moneys are to be paid in accordance with Clause 5 3(c) (Book Debts) of the Second Lien Debenture</p> <p>"Credit Agreement" means the second lien credit agreement dated 26 August, 2005 between, among others, the Borrower, Sunshine Acquisitions 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, supplemented or otherwise modified from time to time</p> <p>"Events of Default" has the meaning given to that term in the Credit Agreement</p> <p>"Excluded Contract" 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>"Existing Charging Companies" means each of, 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, Sunshine Holdings 3 Limited, Sunshine Holdings 3A Limited, Sunshine Acquisition Limited, Gullane (Productions) Limited, HIT Ventures 5 Limited and Rainbow Magic Limited</p> <p>"Finance Documents" means each Loan Document and the Intercreditor Agreement</p> <p>"Finance Parties" means the Secured Parties (as defined in the Credit Agreement)</p> <p>"First Lien Credit Agreement" means the credit agreement dated 20 March 2005 between, among others, the Borrower, Merrill Lynch Capital Corporation and the Lead Arrangers and Joint Bookrunners as varied, amended or supplemented from time to time and as further amended and restated by an amendment waiver to the amended and restated first lien credit agreement dated 16 April 2010</p> <p>"First Lien Obligations" has the meaning given to it in the Intercreditor Agreement</p>	

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	Continuation Page (7)
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>Television Support Services Limited (Company Number 02743032)</p> <p>"Fixtures" means trade and other fixtures and fittings and fixed plant, machinery and other apparatus</p> <p>"Group" 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 "Group Company" and "member of the Group" means any one of them</p> <p>"Guarantors" means Sunshine Holdings 3 Limited, Sunshine Holdings 3A Limited, Sunshine Acquisitions Limited, Gullane Entertainment Limited and the Subsidiary Guarantors</p> <p>"Hedge Bank" has the meaning given to it in the First Lien Credit Agreement</p> <p>"Helium" means HIT Entertainment Limited</p> <p>"Intellectual Property" 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 any Charging Company throughout the world and any interests (including by way of licence) of any Charging 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>	

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Television Support Services Limited (Company Number 02743032) Continuation Page (8)</p> <p>"Intercompany Loan Agreements" 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 Acquisitions 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>"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Credit Agreement between, inter alios, Merrill Lynch Capital Corporation in its capacity as collateral agent for the First Lien Obligations (as defined in the Intercreditor Agreement) and Deutsche Bank AG, New York Branch in its capacity as collateral agent for the Second Lien Obligations (as defined in the Intercreditor Agreement) and Hit Entertainment, Inc</p> <p>"Interest Rate Agreement" means with respect to any Person any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or similar agreement or arrangement to which such Person is party or a beneficiary</p> <p>"Investment" 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 owned at law or in equity by the Company (excluding any share, stock or other investment now 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>"IP Agreements" means the IP agreements listed in Schedule 7 (Material Contracts) to the Security Document as described in Note (7), and any other agreements entered into by or for the benefit of the Company relating to the use or exploitation of Intellectual Property</p> <p>"Joint Venture" has the meaning given to it in the Second Lien Debenture</p> <p>"Lead Arranger" has the meaning given to it in the Credit Agreement</p> <p>"Lender" has the meaning given to it in the Credit Agreement</p> <p>"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof)</p>	

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Television Support Services Limited (Company Number 02743032)</p> <p>"Loan Document" means each of</p> <ul style="list-style-type: none"> <li>(a) the Credit Agreement,</li> <li>(b) the Notes (if any) as defined in the Credit Agreement,</li> <li>(c) the Second Lien Security Documents and any other agreement that creates or purports to create a Lien in favour of the Administrative Agent for the benefit of the Finance Parties,</li> <li>(d) each supplement to the Credit Agreement, and</li> <li>(e) each guarantee supplement in a form and substance satisfactory to the Administrative Agent delivered pursuant to Section 8.05 of 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>"Loan Parties" means the Borrower and the Guarantors</p> <p>"Material Contract" 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>"Material Property" 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 First Lien Credit Agreement) at that time</p> <p>"Obligor" means the Loan Parties</p> <p>"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity</p> <p>"Personal Chattels" 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 Clause 3.2 (Property) of the Second Lien Debenture or stock in trade or work in progress</p> <p>"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Administrative Agent pursuant to the Second Lien Debenture or otherwise</p>	Continuation Page (9)

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Television Support Services Limited (Company Number 02743032)</p> <p>"Relevant Documents" means the Hedge Agreements, the Insurances, the Intercompany Loan Agreements and the Material Contracts</p> <p>"Scheduled Intellectual Property" means the Intellectual Property described in Schedule 4 (Scheduled Intellectual Property) to the Security Document and as set out in Note (4)</p> <p>"Scheduled Investments" means the Investments described in Schedule 3 (Details of the Scheduled Investments) to the Security Document and as set out in Note (3)</p> <p>"Second Lien Debenture" means the debenture dated 26 August 2005 between, among others, the Existing Charging Companies and Deutsche Bank AG, New York Branch (subsequently assigned to Cantor Fitzgerald Securities as Administrative Agent)</p> <p>"Second Lien Security Documents" means the Second Lien 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 Document and the Secured Hedge Agreements</p> <p>"Secured Hedge Agreement" means any Interest Rate Agreement and any guarantee in respect thereof, in each case required or permitted under (a) Article V of the First Lien Credit Agreement or (b) Article V of the Credit Agreement that is entered in to by and between any Loan Party and Hedge Bank</p> <p>"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 arrangement) entered into for the purposes of conferring security and any agreement to enter into, create or establish any of the foregoing</p> <p>"Subsidiary Guarantors" means Helium, the second stage subsidiary guarantors listed at Schedule 4 01(b) to the Credit Agreement and each Material Subsidiary (as defined in the Credit Agreement) of Sunshine Holdings 3 Limited that shall be required to execute and deliver a guarantee supplement in a form and substance satisfactory to the Administrative Agent pursuant to Section 5 01 of the Credit Agreement</p>	Continuation Page (10)

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Television Support Services Limited (Company Number 02743032)</p> <p>Note (2)</p> <p>The Material Property specified in Schedule 2 (Material Property) to the Security Document is as follows</p> <p>Charging Company - The Company Details of Material Property - None as at the date of the Security Document</p> <p>Note (3)</p> <p>The Scheduled Investments specified in Schedule 3 (Scheduled Investments) to the Security Document are as follows</p> <p>Charging Company - The Company Investment Entity - None as at the date of the Security Document</p> <p>Note (4)</p> <p>The Scheduled Intellectual Property specified in Schedule 4 (Details of the Scheduled Intellectual Property) to the Security Document is as follows</p> <p>1 Patents</p> <p>Charging Company - The Company Patents - None as at the date of the Security Document</p> <p>2 Domain Names</p> <p>Charging Company - The Company Domain Names - None as at the date of the Security Document</p> <p>3 Trade Marks</p> <p>Charging Company - The Company Trade Marks - None as at the date of the Security Document</p> <p>4 Trade Names</p> <p>Charging Company - The Company Trade Names - None as at the date of the Security Document</p> <p>5 Copyrights</p> <p>Charging Company - The Company Copyrights - None as at the date of the Security Document</p>	Continuation Page (11)

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Television Support Services Limited (Company Number 02743032)</p> <p>Note (5)</p> <p>The Charged Accounts specified in Schedule 5 (Charged Accounts) to the Security Document are as follows</p> <p>Charging Company - The Company Details of Accounts - ACCOUNT NUMBER 10677949 SORT CODE 20-79-25 ACCOUNT BANK AND BRANCH ADDRESS Barclays Bank plc, PO Box, Eagle Point, 1 Capability Green, Luton LU1 3US</p> <p>Note (6)</p> <p>The Insurances specified in Schedule 6 (Insurances) to the Security Document are as follows</p> <p>Charging Company - The Company Details of Insurances - TYPE OF POLICY Television &amp; Film Producers Protection INSURER Hiscox Insurance Company Limited POLICY NUMBER HUTMT 2264405</p> <p>Note (7)</p> <p>The Material Contracts specified in Schedule 7 (Material Contracts) to the Security Document are as follows</p> <p>Charging Company - The Company Details of Material Contracts - None as at the date of the Security Document</p>	Continuation Page (12)



## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Television Support Services Limited (Company Number 02743032)</p> <p>Note (8)</p> <p>The Security Document provides that</p> <p>1 Security Subject to clause 5 3 (Book Debts) of the Second Lien 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 02 (a) (Limitations on Liens) of the Credit Agreement</p> <p>2 Disposal Subject to clause 5 3 (Book Debts) of the Second Lien 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 to do any such thing except as permitted under the Credit Agreement</p> <p>3 Conversion by Notice Save as provided in paragraph (e) of Clause 5 3 (Floating Charge) 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 5 3 (Floating Charge) of the Security Document as described in paragraph 3 into a fixed charge as regards to such assets as may be specified (whether generally or specifically) in such notice if</p> <p>(i) an Event of Default is outstanding, or</p> <p>(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</p> <p>4 Automatic Conversion Notwithstanding any other provision of the Security Document or the Second Lien Debenture (and without prejudice to the circumstances in which the floating charge created under Clause 4 3 (Floating Charge) of the Security Document (as described in paragraph 3 (Floating Charge) of the Form) will crystallise under general law, but subject to paragraph (f) of Clause 4 3 (Floating Charge) of the Security Document as described in paragraph 5 below</p> <p>(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</p> <p>(ii) any Charging Company breaches paragraph (a) of Clause 5 1 (General Restrictions and Obligations) of the Second Lien Debenture (as described in paragraph 1 and 2 of this Note (8), or</p>	Continuation Page (13)

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

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 (14)

(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 administration order) or in any event before such petition is heard or resolution is passed for a creditors' voluntary winding-up or a creditors' voluntary winding-up is commenced, or

(iv) an Administrator or Receiver is appointed in respect of any Charging Company or Administrative Agent receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 B1 of Schedule of the Insolvency Act 1986 in respect of the Company, or

(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 notice with the court,

then with immediate effect and without notice, the floating charge shall automatically convert into a fixed charge as regards to the Charged Assets secured by such floating charge

5 No floating charge created by Clause 5 3 (Floating Charge) of the Security Document (as described in paragraph 3 (Floating Charge) of this Form) may be converted into a fixed charge or otherwise crystallise solely be reason of

(i) the obtaining of a moratorium by the Company, or

(ii) anything done with a view to obtaining a moratorium, under Section 1A and Schedule A1 to the Insolvency Act 2000

6 Further Assurance The Company shall, at its own expense, promptly do all such acts and things as the Administrative Agent may require for

(a) creating, registering, perfecting, maintaining or protecting the Security Interests or any of the Charged Assets in accordance with the Agreed Security Principles (as defined in the Credit Agreement),

(b) at any time after the occurrence of an Event of Default which is continuing unremedied and unwaived or the Security Interest shall have otherwise become enforceable, a legal assignment of Book Debts, or

(c) facilitating the realisation of any Security Interest after the Security Interest has become enforceable or the exercise of any right, power or discretion in relation to any Charged Asset or Security Interest vested in the Administrative Agent or any Receiver

including, without limitation, the execution (including by sealing) of any transfer, assignment, mortgage, charge or Security Interest or any document required to enable the Administrative Agent or its nominee to obtain legal title to any Charged Assets in circumstances in which it is entitled to obtain such legal title under 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>Television Support Services Limited (Company Number 02743032)</p> <p>Power of Attorney The Company by way of security irrevocably appoints the Administrative Agent and every Receiver severally to be its attorney</p> <p>(a) to do all acts and things which the Company is obliged to do under the Security Document, including, without limitation, to fill in the name of the transferee and to date and complete any instrument of transfer in respect of any Charged Investments which has been executed in blank by the Company and, in the case of registered Charged Investments, to procure the registration of the transferee as the holder of the relevant Charged Investments in circumstances in which the Charged Investments are to be transferred under the terms of the Security Document,</p> <p>(b) to transfer any interest in any Charged Assets in the circumstances in which such transfer may be required under the Security Document including on an enforcement of the Security Interest over such Charged Assets,</p> <p>(c) in its name and on its behalf to exercise any right conferred on the Administrative Agent or any Receiver in relation to the Charged Assets or under the Security Document, and</p> <p>(d) to register the existence of the Security Interest or the restrictions on dealing with the Charged Assets in any register in which the Company is obliged (but has failed) to effect registration under the terms of the Security Document,</p> <p>provided that no such power of attorney will be exercised by the Administrative Agent or any Receiver until after the earlier of</p> <p>(i) the Security Interest becoming enforceable in accordance with Clause 6 2(b) (Enforceability of Security) of the Second Lien Debenture, and</p> <p>(ii) failure by the Company to comply with its further assurance or perfection obligations hereunder (including those under Clauses 3 16 (Material Contracts Containing Prohibition on Charging), 4 1 (Acquisition of Property), 4 2 (Delivery of Title Documents), 5 2(c) (Voting Rights and Distributions), 5 3 (Book Debts), 5 4 (Bank Balances and Charged Account(s)), 5 5 (Intellectual Property), 5 6 (Relevant Documents), 5 7 (Insurance) and 11 (Further Assurance) of the Second Lien Debenture)</p> <p>Ratification The Company agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of the power of attorney granted by Clause (Appointment) of the Second Lien Debenture All moneys expended by any such attorney shall be deemed to be expenses incurred by the Administrative Agent under the Security Document</p> <p>Please see Note (1) of the continuation pages for definitions</p>	Continuation Page (15)



## **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. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECOND LIEN ACCESSION DEED  
SUPPLEMENTAL TO THE SECOND LIEN DEBENTURE DATED 23  
NOVEMBER 2010 AND DATED 23 NOVEMBER 2010 AND  
CREATED BY TELEVISION SUPPORT SERVICES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO CANTOR FITZGERALD SECURITIES  
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 10 DECEMBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 DECEMBER  
2010

*MP*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES