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

*insert full name
of Company

COMPANIES FORM No. 395

098318/247

Particulars of a mortgage or charge

395

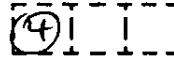
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



02992486

Name of company

* CONTENTFILM JELLABIES LIMITED (the "Mortgagor")

Date of creation of the charge

18 July 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture (the "Debenture") made between the Mortgagor and the Administrative Agent
(as defined below)

Amount secured by the mortgage or charge

The obligation of the Borrowers (as defined below) to make due and punctual payment of (i) principal of and interest on the Loans (as defined below), the Commitment Fees (as defined below), any reimbursement obligations in respect of Letters of Credit (as defined below) and all other monetary obligations of the Borrowers to the Administrative Agent, the Issuing Bank (as defined below) or any Lender (as defined below) under the Credit Agreement (as defined below), the Notes (as defined below), any other Fundamental Document (as defined below) or the Fee Letter (as defined below), (ii) all amounts payable by the Borrowers to any Lender under any Currency Agreement (as defined below) or Interest Rate Protection Agreement (as defined below), provided that the Administrative Agent shall have received written notice thereof within ten (10) Business Days (as defined below) after execution of such Currency Agreement or Interest Rate Protection Agreement and (iii) amounts payable to JPMorgan Chase Bank, National Association ("JPMorgan") or any of its Affiliates (as defined below) in connection with any bank account maintained by the Borrowers or any other Credit Party (as defined below) at JPMorgan or any such Affiliate or any other banking services provided to the Borrowers or any other Credit Party by JPMorgan or any such Affiliate and all respective liabilities and obligations of the Chargors in the Debenture (together referred to herein as the "Obligations")

Names and addresses of the mortgagees or persons entitled to the charge

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION of 131 Dearborn, 6th Floor, Chicago, Illinois 60603, USA as administrative agent for itself, the Sterling Agent, the Issuing Bank and the Lenders (the "Administrative Agent")

Postcode

Presentor's name address and
reference (if any)

Travers Smith
10 Snow Hill
London EC1A 2AL

MRB/7143418

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



A2XBC1UR

A23

30/07/2008

38

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Annexure

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed 

Date 28 July 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† delete as
appropriate

Notes

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

ANNEXURE TO FORM 395 (DOC ID 7143418)
CONTENTFILM JELLABIES LIMITED

- 1.** Under the terms of the Debenture, the Mortgagor, with full title guarantee and with the intent that the security contained therein shall rank as a continuing security for the Obligations and for all respective liabilities and obligations of the Chargors in the Debenture charged to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders) with the payment and discharge of the Obligations by way of first fixed charge each of the following, namely
 - 1.1** by way of equitable mortgage, any freehold or leasehold properties at the time of the Debenture or in the future belonging to the Mortgagor,
 - 1.2** all the Tangible Moveable Property,
 - 1.3** all rights and claims to which the Mortgagor is at the time of the Debenture or becomes thereafter entitled in relation to all moneys at the time of the Debenture or at any time thereafter standing to the credit of any bank accounts opened or maintained with the Administrative Agent together with all rights relating or attaching thereto (including the right to interest),
 - 1.4** all Collection Accounts to the extent at the time of the Debenture or thereafter owned by the Mortgagor, all cash, documents, instruments and securities from time to time held therein, and all rights pertaining to investments of funds in any such Collection Accounts and all products and proceeds of any of the foregoing,
 - 1.5** all goodwill (including all brand names not otherwise subject to a fixed charge or assignment by or pursuant to the Debenture) at the time of the Debenture or at any time thereafter belonging to the Mortgagor,
 - 1.6** all Property Rights from time to time belonging to the Mortgagor to the extent the same are not effectively assigned pursuant to the assignment provisions of the Debenture details of which are set out in paragraph 2 below,
 - 1.7** all Book and other Debts and all rights relating thereto including any security and remedies therefor to the extent the same are not effectively assigned pursuant to the assignment provisions of the Debenture details of which are set out in paragraph 2 below,
 - 1.8** all of its right, title and interest in the Collateral, and
 - 1.9** by way of mortgage, all shares comprised in the Investments to which the Chargor is entitled at the date of the Debenture or subsequent to that date
- 2.** Under the terms of the Debenture, the Mortgagor assigned absolutely by way of security to the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders) as security for the payment and discharge of the Obligations all of its right, title and interest both at the time of the Debenture and in the future, vested and contingent, statutory or otherwise in and to each of the following
 - 2.1** all rights and claims to which the Mortgagor is at the time of the Debenture or thereafter entitled in relation to the Tangible Moveable Property including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any surety for the obligations of such person and, to the extent that any of the Tangible Moveable Property is from the date of the Debenture or at any time thereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto,
 - 2.2** all rights and claims to which the Mortgagor is at the time of the Debenture or thereafter become entitled in relation to the proceeds of any policy of insurance,

- 2.3 all Book and other Debts at the time of the Debenture or thereafter and all rights relating thereto including any security or remedies therefor,
- 2.4 all rights and claims to which such the Mortgagor is at the time of the Debenture or thereafter becomes entitled in relation to all moneys at the time of the Debenture or at any time thereafter standing to the credit of any bank accounts opened or maintained with a bank other than the Administrative Agent and all rights relating or attaching thereto (including the right to interest),
- 2.5 all Collection Accounts to the extent at the time of the Debenture or thereafter owned by the Mortgagor, all cash, documents, instruments and securities from time to time held therein, all rights pertaining to investments of funds in any Collection Accounts, all products and proceeds of any of the foregoing to the extent not subject to a fixed charge pursuant to the assignment provisions of the Debenture details of which are set out in paragraph 1 above,
- 2.6 all Investments to which the Mortgagor is at the time of the Debenture or thereafter becomes entitled (except to the extent charged by way of mortgage pursuant to the Debenture),
- 2.7 all rights and claims to which the Mortgagor is at the time of the Debenture or thereafter becomes entitled in relation to its uncalled capital,
- 2.8 the Intellectual Property,
- 2.9 all the Mortgagor's right, title and interest (both at the time of the Debenture and in the future, vested and contingent, statutory or otherwise) in and to
 - 2.9.1 all common law and/or statutory copyright and other rights in all literary and other properties (hereinafter called "said literary properties") which form the basis of such item of Product and/or which are or will be incorporated into such item of Product, all component parts of such item of Product consisting of said literary properties, all motion picture rights in and to the story, all treatments of said story and said literary properties, together with all preliminary and final screenplays used and to be used in connection with such item of Product, and all other literary material upon which such item of Product is based or from which it is adapted,
 - 2.9.2 all rights for all media in and to all music and musical compositions used and to be used in such item of Product, if any, including, each without limitation, all rights to record, rerecord, produce, reproduce or synchronize all of said music and musical compositions including without limitation reuse fees, royalties and all other amounts payable with respect to such music and musical compositions,
 - 2.9.3 all collateral, allied, subsidiary and merchandising rights appurtenant or related to such item of Product including, without limitation, the following rights all rights to produce remakes, sequels or prequels to such item of Product, based upon such item of Product, said literary properties or the theme of such item of Product and/or the text or any part of said literary properties, all rights throughout the world to broadcast, transmit and/or reproduce by means of television (including commercially sponsored, sustaining and subscription or "pay" television) or by streaming video or by other means over the internet or any other open or closed physical or wireless network or by any process analogous to any of the foregoing, known at the date of the Debenture or thereafter devised, such item of Product or any remake, sequel or prequel to the item of Product, all rights to produce primarily for television or similar use, a motion picture or series of motion pictures, by use of film or any other recording device or medium known at the date of the Debenture or thereafter devised, based upon such item of Product, said literary properties or any part thereof, including, without limitation, based upon any script, scenario or the like used in such item of Product, all merchandising rights including, without limitation, all rights to use, exploit and license others to use and exploit any and all commercial tie-ups of any kind arising out of or connected with said literary properties, such item of Product, the title or titles of such item of Product, the characters of such item of Product and/or said literary properties and/or the names or

characteristics of said characters and including further, without limitation, any and all commercial exploitation in connection with or related to such item of Product, any remake, sequel or prequel thereof and/or said literary properties,

- 2.9.4** all statutory copyrights, domestic and foreign, obtained or to be obtained on such item of Product, together with any and all copyrights obtained or to be obtained in connection with such item of Product or any underlying or component elements of such item of Product, including, in each case without limitation, all copyrights on the property described in subparagraphs 2.10.1 through 2.10.5 inclusive, of this definition, together with the right to copyright (and all rights to renew or extend such copyrights) and the right to sue in the name of the Mortgagor for past, present and future infringements of copyright,
- 2.9.5** all insurance policies and completion guarantees connected with such item of Product and all proceeds which may be derived therefrom,
- 2.9.6** all rights to distribute, sell, rent, license the exhibition of and otherwise exploit and turn to account such item of Product, the Physical Materials, the motion picture rights in and to the story and/or other literary material upon which such item of Product is based or from which it is adapted, and the music and musical compositions used or to be used in such item of Product, (See Continuation Sheet)
- 2.9.7** any and all sums, proceeds, money, products, profits or increases, including money profits or increases (as those terms are used in the UCC or otherwise) or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of such item of Product or any part of such item of Product, including, without limitation, all sums, proceeds, profits, products and increases, whether in money or otherwise, from the sale, rental or licensing of such item of Product and/or any of the elements of such item of Product including, without limitation, from collateral, allied, subsidiary and merchandising rights, and further including, without limitation, all monies held in any Collection Account,
- 2.9.8** the dramatic, nondramatic, stage, television, radio and publishing rights, title and interest in and to such item of Product, and the right to obtain copyrights and renewals of copyrights therein,
- 2.9.9** the name or title of such item of Product and all rights of the Mortgagor to the use thereof, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or any other applicable statutes, common law, or other rule or principle of law,
- 2.9.10** any and all documents issued by any pledgeholder or bailee with respect to such item of Product or any Physical Materials (whether or not in completed form) with respect thereto,
- 2.9.11** any and all rights of the Mortgagor under any Distribution Agreements relating to such item of Product, and
- 2.9.12** all the Collateral of the Mortgagor which is not otherwise subject to a fixed charge and all rights relating thereto including any security or remedies therefor,
- 2.10** all rights to which the Mortgagor is at the time of the Debenture or thereafter entitled in respect of the proceeds of any order of the court made pursuant to section 238(3), 239(3) or 244 of the Insolvency Act

3. Under the terms of the Debenture, the Mortgagor charged in favour of the Administrative Agent (for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders) with the payment and discharge of the Obligations by way of first floating charge all rights, title, interest and claims in and to which the Mortgagor is at the time of the Debenture or thereafter entitled to (i) all moneys is at the time of the Debenture or at any time thereafter standing to the credit of any bank accounts opened or maintained with any bank other than the Administrative Agent and all rights relating or attaching thereto (including the right to interest), and (ii) the whole of the Mortgagor's undertaking and assets, is at the time of the Debenture and in the future, other than any assets for the time being effectively charged to the Administrative Agent by way of fixed charge or effectively assigned (whether at law or in equity) to the Administrative Agent
4. Under the terms of the Debenture, the Mortgagor agreed that it will not
 - 4.1 save as permitted under any Fundamental Document, sell, transfer, assign, lease out, lend or otherwise dispose of or grant any rights over the Charged Property or any interest therein nor enter into any agreement to do any of the same other than where such agreement is conditional upon the consent of the Administrative Agent being obtained (save in the ordinary course of its operations in the case of the assets of the Mortgagor charged by the Debenture by way of floating charge only),
 - 4.2 create or grant, or create or grant an option to create or grant, any Security Interest over the Charged Property, Collateral or any portion thereof (other than the Permitted Encumbrances and the Security Interests granted under the Security Agreement) to any Person without prior written consent from the Administrative Agent but in any event shall defend the Charged Property, Collateral or any portion thereof against any and all Security Interests however arising (other than the Permitted Encumbrances and the Security Interests granted under the Security Agreement), and
 - 4.3 without the prior written consent of the Administrative Agent, create, attempt to create, agree to create or permit to subsist any Security Interest other than a Permitted Encumbrance or a Security Interest in favour of the Administrative Agent or permit or agree to permit any other proprietary right, right to occupy or interest therein other than such a right or interest in favour of the Administrative Agent, to arise on or affect all or any part of the whole of the undertaking and assets of the Mortgagor excluding such Charged Property
5. Throughout this form 395 the following words and phrases shall have the following meanings

"Additional Fee" means the additional fee payable to the Fee Creditors pursuant to the Additional Fee Agreement

"Additional Fee Agreement" means the Additional Fee Agreement dated 20 July 2005 between the Fireworks Borrower and the Fee Agent

"Additional Fee Documents" means the Additional Fee Agreement and all guaranties, security agreements and other agreements, deeds, documents and instruments delivered to the Fee Agent or the Fee Creditors in connection therewith

"Additional Guarantors" means Tool Time LLC, Never Die Productions LLC, O K Corrales, LLC, Big Boss, LLC, The Guys Film Company, Inc, Corpus LLC, ContentFilm Productions Limited, ContentFilm Pictures Limited, ContentFilm Music Limited, ContentFilm (Rainbow) Limited, ContentFilm (The Sea Change) Limited, ContentFilm Jellabies Limited, ContentFilm (Muggers) Limited, ContentFilm Beep Limited, ContentFilm Heartbreakers Limited, ContentFilm (Wheels) Limited, ContentFilm UK Distribution Limited, The Feature Film Company Limited, ContentFilm International, Limited, Cobalt Media Capital Limited and Winchester Films, Inc ,

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

"Approved Completion Guarantor" means a financially sound and reputable completion guarantor approved by the Required Lenders

"Assignment and Acceptance" means an agreement in such form as is acceptable to the Administrative Agent, executed by the assignor, assignee and other parties as contemplated thereby

"B Agent" means Octave Entertainment Fund, Ltd, a Cayman Islands exempted company, in its capacity as agent for the B Lenders

"B Agreement" means the deep discounted bond instrument dated 20 July 2005 made by the Fireworks Borrower

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as heretofore and hereafter amended, as codified at 11 U S C § 101 et seq

"B Bonds" means the secured subordinated deep discounted bonds 2010 constituted pursuant to the B Agreement and issued by the Fireworks Borrower to the B Lenders pursuant to the B Subscription Letter

"B Lenders" means the holders of the B Bonds from time to time

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

"Borrowers" means, collectively, the Revolver Borrowers

"B Subscription Letter" means the subscription letter dated 20 June 2005 from the B Agent to the Fireworks Borrower pursuant to which the B Agent agreed to subscribe and pay for the B Bonds pursuant to the terms and conditions thereof

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

"Cash at Bank" means all or any deposits, credit balances and other sums with any bank or financial institution and the accounts in respect of the same,

"CFI" means ContentFilm Inc, a Delaware corporation

"CFIL" means ContentFilm International Limited, an English company

"CF plc" means ContentFilm plc

"Charged Investments" means all Investments from time to time charged in favour of, or assigned (whether at law or in equity) to the Administrative Agent, for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders by or pursuant to the Debenture,

"Charged Property" means, subject to any contrary indication, the undertaking and assets of the Chargors from time to time, the proceeds of disposal of the same and all rights, title and interest in and to the same, in each case charged in favour of, or assigned (whether at law or in equity) to the Administrative Agent, for the benefit of itself, the Sterling Agent, the Issuing Bank and the Lenders by or pursuant to the Debenture,

"Chargors" means, collectively, ContentFilm plc, ContentFilm Productions Ltd, ContentFilm Pictures Limited, ContentFilm Music Limited, ContentFilm Rainbow Limited, ContentFilm The Sea Change Limited, ContentFilm Jellabies Limited, ContentFilm Muggers Limited, ContentFilm Beep Limited, ContentFilm Heartbreakers Limited, ContentFilm Wheels Limited, ContentFilm U/C Distribution Limited, The Feature Film Company Limited, ContentFilm International Limited, and Cobalt Media Capital Limited

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

- (i) all scenarios, screenplays and/or scripts at every stage thereof,
- (ii) all common law and/or statutory copyright and other rights in all literary and other properties (hereinafter called "said literary properties") which form the basis of such item of Product and/or which are or will be incorporated into such item of Product, all component parts of such item of Product consisting of said literary properties, all motion picture rights in and to the story, all treatments of said story and said literary properties, together with all preliminary and final screenplays used and to be used in connection with such item of Product, and all other literary material upon which such item of Product is based or from which it is adapted,
- (iii) all rights for all media in and to all music and musical compositions used and to be used in such item of Product, if any, including, each without limitation, all rights to record, rerecord, produce, reproduce or synchronize all of said music and musical compositions including without limitation reuse fees, royalties and all other amounts payable with respect to such music and musical compositions,
- (iv) all tangible personal property relating to such item of Product, including, without limitation, all exposed film, developed film, positives, negatives, prints, positive prints, answer prints, special effects, preparing materials (including interpositives, duplicate negatives, internegatives, color reversals, intermediates, lavenders, fine grain master prints and matrices, and all other forms of pre-print elements), sound tracks, cutouts, trims, master tapes and any and all other physical properties of every kind and nature relating to such item of Product whether in completed form or in some state of completion, and all masters, duplicates, drafts, versions, variations and copies of each thereof, in all formats whether on film, videotape, disk or other optical or electronic media or otherwise and all music sheets and promotional materials relating to such item of Product,
- (v) all collateral, allied, subsidiary and merchandising rights appurtenant or related to such item of Product including, without limitation, the following rights all rights to produce remakes, sequels or prequels to such item of Product, based upon such item of Product, said literary properties or the theme of such item of Product and/or the text or any part of said literary properties, all rights throughout the world to broadcast, transmit and/or reproduce by means of television (including commercially sponsored, sustaining and subscription or "pay" television) or by streaming video or by other means over the internet or any other open or closed physical or wireless network or by any process analogous to any of the foregoing, now known or hereafter devised, such item of Product or any remake, sequel or prequel to the item of Product, all rights to produce primarily for television or similar use, a motion picture or series of motion pictures, by use of film or any other recording device or medium now known or hereafter devised, based upon such item of Product, said literary properties

or any part thereof, including, without limitation, based upon any script, scenario or the like used in such item of Product, all merchandising rights including, without limitation, all rights to use, exploit and license others to use and exploit any and all commercial tie-ups of any kind arising out of or connected with said literary properties, such item of Product, the title or titles of such item of Product, the characters of such item of Product and/or said literary properties and/or the names or characteristics of said characters and including further, without limitation, any and all commercial exploitation in connection with or related to such item of Product, any remake, sequel or prequel thereof and/or said literary properties,

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

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

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

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

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

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

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

(xiii) all accounts and/or other rights to payment which such Chargor presently owns or which may arise in favor of such Chargor in the future, including, without limitation, any refund or rebate in connection with a completion guaranty or otherwise, all accounts and/or rights to payment due from Persons in connection with the distribution of such item of Product, or from the exploitation of any and all of the collateral, allied, subsidiary, merchandising and other rights in connection with such item of Product,

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

intangibles related to or which grow out of the exhibition of such item of Product and the exploitation of any and all other rights in such item of Product set out in this definition,

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

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

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

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

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

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

"Collection Accounts" means the U S Dollar Collection Account, the Sterling Collection Account and any other collection account established pursuant to the Credit Agreement

"Commitment" means the Revolving Loan Commitment and the Term Loan Commitment

"Commitment Fee" means the fee payable by the Revolve Borrowers to the Administrative Agent for the account of each Lender in relation to such Lender's Revolving Loan Commitment

"Commitment Termination Date" means (i) July 19, 2007 or (ii) such earlier date on which the Commitments shall terminate in accordance with the Credit Agreement

"Content International" means Content International Film and Television Limited

"Content LLC" means Content LLC, a Delaware limited liability company

"Contribution Agreement" means a contribution agreement as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

"Cooler" means Cooler Productions, LLC, a Delaware limited liability company

"Copyright Security Agreement" means a copyright security agreement, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time by delivery of a Copyright Security Agreement Supplement or otherwise

"Copyright Security Agreement Supplement" means a supplemental agreement to a Copyright Security Agreement Supplement

"Credit Agreement" means a credit and guaranty agreement originally dated March 26 2004 and as amended and restated on the date of the Debenture among the Borrowers, the Chargors (as guarantors), the Lenders, the Administrative Agent, the Issuing Bank and the Sterling Bank as amended, supplemented or otherwise modified, renewed or replaced from time to time

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

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

"Distribution Agreements" means any and all agreements heretofore or hereinafter entered into by a Credit Party (or Pueblo) pursuant to which such Credit Party (or Pueblo) sells, leases, licenses or assigns distribution rights or other exploitation rights to any item of General Product to an un-Affiliated Person, including, without limitation, the Pueblo Agreements, in each case as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

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

"Eurodollar Loan" means a Loan based on the London interbank offer rate in accordance with the provisions of the Credit Agreement

"Fee Agent" means Octave Entertainment Fund, Ltd , a Cayman Islands exempted company, in its capacity as agent for the Fee Creditors

"Fee Creditors" means the B Lenders entitled to a portion of the Additional Fee from time to time in such capacity

"Fee Letter" means, collectively, (i) that certain letter agreement dated as of February 18, 2004 between CFI on the one hand and the Administrative Agent and J P Morgan Securities Inc on the other hand, relating to the payment of certain fees by CFI and (ii) that certain letter agreement dated as of March 16, 2005 between CFI and CF plc on the one hand and the Administrative Agent and J P Morgan Securities Inc on the other hand, relating to the payment of certain fees by CFI and CF plc

"Fireworks C Copyright Security Agreement" means a Copyright Security Agreement, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time by delivery of a Copyright Security Agreement Supplement or otherwise

"Fireworks C Debenture" means a debenture executed by the Fireworks Borrower and the Administrative Agent, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

"Fireworks Collection Account" means Account No 00103409257, Account Name Conventional Trust Clearing, ABA Number 113000609, for further credit to Account Name Fireworks Collection Account, Account Number 10221669, OBI (Details) Attention Daren M Di Nicola, (310) 860-7228, maintained at the Fireworks Collection Agent at 1999 Avenue of the Stars, 27th Floor, Los Angeles, California 90067

"Fireworks Collection Agent" means JPMorgan Chase Bank, National Association, in its capacity as collection agent under the Fireworks Collection Agreement

"Fireworks Collection Agreement" means a Collection Agreement executed by the Fireworks Borrower, CFIL, the Administrative Agent, the B Agent (on behalf of the B Lenders), the Fee Agent (on behalf of the Fee Creditors) and the Fireworks Collection Agent, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

"Fireworks C Security Agreement" means a security agreement executed by the Fireworks Borrower and the Administrative Agent, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

"Fireworks C Trademark Security Agreement" means a trademark security agreement to be executed by the Fireworks Borrower, as such agreement may be amended, supplemented or otherwise modified, renewed or replaced from time to time

"Fireworks Library" means the feature film and television library acquired by the Fireworks Borrower pursuant to the Purchase Agreement

"Fundamental Documents" means, the Credit Agreement, the Notes, the Security Agreement, the Fireworks C Security Agreement, the Pledgeholder Agreements, the Laboratory Access Letters, the Copyright Security Agreement, the Fireworks C Copyright Security Agreement, the Copyright Security Agreement Supplements, the Trademark Security Agreement, the Fireworks C Trademark Security Agreement, the Pledge Agreement, the Debenture, the Fireworks C Debenture, the Share Charges, the TYFS Productions Security Agreement, the TYFS Interparty Agreement, the Subordination Agreement, the Fireworks Collection Agreement, the Notices of Assignment and Irrevocable Instruction, the Notices of Assignment and Distributor's Acceptances, the Pueblo Security Agreements, the Contribution Agreement, any instrument of assumption and joinder, UCC financing statements, forms 395 and each of the agreements delivered pursuant thereto and any other ancillary documentation which is required to be or is otherwise executed by any Credit Party and delivered to the Administrative Agent in connection with the Credit Agreement or any of the documents listed above

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

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

"Insolvency Act" means the Insolvency Act 1986 as the same may be amended from time to time including pursuant to the Insolvency Act 2000,

"Intellectual Property" means all letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and rights to apply for them in any part of the world, moral rights, inventions, confidential information, know how and rights of like nature arising or subsisting anywhere in the world in relation to any of the foregoing, whether registered or unregistered, and the benefits of all licences and other rights to use any of the same belonging to the Mortgagor,

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

"Investments" means stocks, shares, debentures and other securities together with all rights to and relating to stocks, shares, debentures or other securities and any other assets, rights or interests relating thereto,

"Issuing Bank" means JPMorgan Chase Bank, National Association, in its capacity as issuing bank for the Lenders hereunder, or such successor as may be appointed pursuant to the Credit Agreement

"Laboratory" means any laboratory acceptable to the Administrative Agent which is located in the United States, the United Kingdom or any other jurisdiction which may be acceptable to the

Administrative Agent in its discretion and is a party to a Pledgeholder Agreement or a Laboratory Access Letter

"Laboratory Access Letter" means a letter agreement among (i) a Laboratory holding any elements of any item of General Product to which any Credit Party has the right of access, (ii) such Credit Party and (iii) the Administrative Agent, in a form acceptable to the Administrative Agent

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

Lenders means Israel Bank of New York, Manufacturers Bank and JPMorgan

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

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

"Loans" means the Revolving Loans and the Term Loans

"Note" or "Notes" means individually or collectively, as the context so requires, the Revolving Notes and the Term Notes

"Notice of Assignment and Distributor's Acceptance" means a notice of assignment and distributor's acceptance in such form as shall be acceptable to the Administrative Agent, including, without limitation, the inclusion of such notice and acceptance in a Distribution Agreement

"Notice of Assignment and Irrevocable Instructions" means a notice of assignment and irrevocable instructions in such form as shall be acceptable to the Administrative Agent, including, without limitation, the inclusion of such notice and instructions in a Distribution Agreement

"Permitted Encumbrances" means Liens permitted under the Credit Agreement

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

"Physical Materials" means all tangible personal property relating to every item of Product, including, without limitation, all exposed film, developed film, positives, negatives, prints, positive prints, answer prints, special effects, preparing materials (including interpositives, duplicate negatives, internegatives, color reversals, intermediates, lavenders, fine grain master prints and matrices, and all other forms of pre-print elements), sound tracks, cutouts, trims, master tapes and any and all other physical properties of every kind and nature relating to such item of Product whether in completed form or in some state of completion, and all masters, duplicates, drafts, versions, variations and copies of each thereof, in all formats whether on film, videotape, disk or other optical or electronic media or otherwise and all music sheets and promotional materials relating to such item of Product

"Pledge Agreement" means a Pledge Agreement executed by the Administrative Agent and those Credit Parties that own any Equity Interests in any U S Credit Parties, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

"Pledged Securities" means all of the issued and outstanding capital stock or other equity interests of each of the Credit Parties (other than CF plc) and all other equity securities or interests owned at the time of the Debenture or thereafter acquired by any of the Credit Parties, provided, that with respect to

the equity interests in Cooler, the term "Pledged Securities" means only such equity interests as are owned at the time of the Debenture or thereafter acquired by any of the Credit Parties as set out in the Credit Agreement, and with respect to the equity interests in Content International, the term "Pledged Securities" means only 66-2/3% of such equity interests

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

"Product" means any motion picture, video, television or new media product, produced for theatrical, non-theatrical video, new media or television release (including series, movies of the week and mini-series) or for release in any other medium, in each case whether recorded on film, videotape, cassette, cartridge, disc or on or by any other means, method, process or device whether now known or hereafter developed, with respect to which any Chargor (i) is the copyright owner or (ii) acquires an equity interest or distribution rights. Included within each "item of Product" shall be, without limitation, the scenario, screenplay or script upon which such item of Product is based, all of the properties thereof, tangible and intangible, and whether now in existence or hereafter to be made or produced, whether or not in possession of any Chargor, and all rights therein and thereto, of every kind and character. For the purposes of this definition as it relates to television product an episodic television series shall be construed as one item of Product

"Property Rights" means the benefit of contracts, agreements and covenants given or made by any Person in connection with the Charged Property and the benefit of any guarantees, indemnities or similar instruments given or made in connection with the same,

"Pueblo" means Pueblo Film Distribution Hungary Kft, a company organized under the laws of Hungary

"Pueblo Agreements" means each of the agreements between a Credit Party and Pueblo, whereby such Credit Party grants distribution rights in an item of General Product in particular territories to Pueblo

"Pueblo Security Agreements" means each of a security agreement governed by New York law, an agreement constituting floating charge governed by Hungarian law and an agreement constituting pledge over bank account governed by Hungarian law, all in form and substance satisfactory to the Administrative Agent, and as each of the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

"Purchase Agreement" means the Purchase Agreement dated as of April 28, 2005 among CFIL and the Sellers, as assigned by CFIL to the Fireworks Borrower

"Required Lenders" means (i) for so long as there are three Lenders, any two of such three Lenders and (ii) at any time there are more than three Lenders, Lenders holding at least 65% of the Total Credit Exposure

"Revolver Borrowers" means each of CFI and CF plc

"Revolver Library" means the library of film and television products owned by a Credit party or in which a Credit Party owns distribution rights, other than items of General Product included in the Fireworks Library

"Revolving Loan" means a revolving loan made under the Credit Agreement

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

"Revolving Notes" means the promissory notes evidencing a Revolving Loan
Continuation Sheet)

(See

"Security Agreement" means an amended and restated security agreement executed by the Credit Parties (other than the Fireworks Borrower) and the Administrative Agent, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having similar effect,

"Sellers" means each of CanWest Entertainment International Distribution, Chaross Pictures, Ltd , Fireworks Pictures Releasing (US) Inc , Fireworks Distributing Corporation, Fireworks Entertainment, Inc , Fireworks Media Inc , Fireworks Pictures Inc , Fireworks Television (US) Inc and SLW Distribution, Inc

"Share Charge" means a deed executed by the Administrative Agent and a Credit Party that owns any Equity Interests in any U K Credit Party, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

"Sterling Agent" means J P Morgan Europe Limited, in its capacity as agent for the Lenders hereunder, or such successor Sterling Agent as may be appointed pursuant to the Credit Agreement

"Sterling Collection Account" means the account of the Sterling Agent maintained at the office of J P Morgan Europe Limited, 125 London Wall, London EC2Y 5AJ, SWIFT CHASGB22, Account No 36254290, Sort Code 40-52-06

"Subordination Agreement" means a subordination and intercreditor agreement executed by the administrative Agent, the B Agent (as agent for the B Lenders), the Fee Agent (on behalf of the Fee Creditors) and the Fireworks Borrower, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

"Subsidiary" means with respect to any Person, any corporation, association, joint venture, partnership, limited liability company or other business entity (whether now existing or hereafter organized) of which at least a majority of the voting stock or other ownership interests having ordinary voting power for the election of directors (or the equivalent) is, at the time as of which any determination is being made, owned or controlled by such Person or one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person

"Tangible Moveable Property" means all plant and machinery fixtures (including trade fixtures) and all other chattels at the time of the Debenture or at any time thereafter belonging to the Mortgagor (excluding any of the same for the time being forming part of its stock in trade or work in progress)

"Term Loan" means a term loan denominated in U S Dollars made in accordance with the Credit Agreement

"Term Loan Commitment" means the commitment of each Lender to make a Term Loan to the Fireworks Borrower up to an aggregate amount not in excess of the amount set forth (i) opposite its name under the column entitled "Term Loan Commitment" in the Schedule of Commitments or (ii) in any applicable Assignment and Acceptance(s) to which it may be a party, as the case may be, as such amount may be reduced from time to time in accordance with the terms of the Credit Agreement

"Term Notes" means promissory notes evidencing a Term Loan

"Total Commitment" means the aggregate amount of the Total Revolving Loan Commitments plus the Total Term Loan Commitments

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

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

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

"Trademark Security Agreement" means a trademark security agreement to be executed by the applicable Credit Parties, as such agreement may be amended, supplemented or otherwise modified, renewed or replaced from time to time

"TYFS" means the motion picture presently entitled *Thank You for Smoking* based on the screenplay written by Jason Reitman which is based on the novel by Christopher Buckley

"TYFS Interparty Agreement" means the Interparty Agreement "Thank You for Smoking" dated as of January 10, 2005 among CFI, TYFS Productions, Room 9 Entertainment, LLC, Room 9 Productions, LLC, Film Finances, Inc and the Administrative Agent, as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

"TYFS Productions" means TYFS Productions, LLC, a California limited liability company

"TYFS Productions Security Documents" means an Accommodation Security Agreement duly executed by TYFS Productions and the Administrative Agent, in form and substance satisfactory to the Administrative Agent, together with all security documents, instruments and filings referred to therein, as each of the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

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

"U K Credit Parties" means CF plc and the U K Guarantors

"U K Guarantors" means CF plc and all of the direct and indirect Subsidiaries of CFI and CF plc now existing or hereafter created or acquired which are organized under the laws of England and Wales, other than Content International

"U S Credit Parties" means CFI and the U S Guarantors

"U S Dollar Collection Account" means the account of the Administrative Agent maintained at the office of JPMorgan Chase Bank, National Association, Loan and Agency Services Group, 1111 Fannin, 10th Floor, Houston, Texas 77002, Attention Pearl Esparza, designated as "JPMorgan Chase FHAC FBO ContentFilm Inc ", Account No 304-150-320, ABA No 021000021

"U S Guarantors" means CFI and all of the direct and indirect Subsidiaries of CFI and CF plc now existing or hereafter created or acquired which are organized under the laws of any jurisdiction in the United States, other than Cooler



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2992486
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 JULY 2008
AND CREATED BY CONTENTFILM JELLABIES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND/OR ALL OR ANY OF THE COMPANIES NAMED
THEREIN TO JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 30 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JULY 2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES