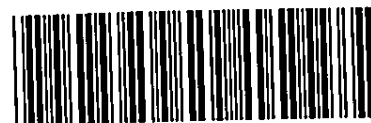


MG01

Particulars of a mortgage or charge

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14/05/2010

312

COMPANIES HOUSE

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 for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details

Company number 0 3 2 6 5 2 5 4

Company name in full SILVER LINING PRODUCTIONS LIMITED (the "Company")

5 For official use

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

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 0 7 0 5 2 0 1 0

3 Description

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

Description Second Supplemental Debenture dated 7 May 2010 between, amongst others, the Company and
the Security Agent (as defined on continuation page 18 of Part 6 of this Form MG01) (the "Second
Supplemental Debenture")

(For definitions of capitalised terms used in this Form MG01, please see continuation pages 13 to
20 of Part 6 of this Form MG01 attached hereto)

4 Amount secured

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

Amount secured All money, obligations or liabilities due, owing or incurred by any
Obligor to any Beneficiary under any Finance Document at present or
in the future, in any manner whether or actual or contingent, whether
incurred solely or jointly with any other person and whether as
principal or surety, together with all interest occurring thereon and all
losses incurred by any Beneficiary in connection therewith except for
any money, obligation or liability which, if it were so included, would
constitute unlawful financial assistance within the meaning of sections
151 and 152 of the Companies Act 1985 (and for this purpose,
"losses" includes losses, actions, damages, claims, proceedings,
costs, demands, expenses (including fees) and liabilities) (the
"Secured Obligations")

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

MG01

Particulars of a mortgage or charge

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

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	GE Leveraged Loans Limited (see continuation pages of this Part 5)
Address	30 Berkeley Square, London
Postcode	W 1 J 6 E W
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

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

Short particulars

(For definitions of capitalised terms used in this Form MG01, please see continuation pages 13 to 20 of this Part 6 of this Form MG01 attached hereto)

1 CHARGING PROVISIONS

1 1 Specific Charges

Subject to Clause 3 4 of the Original Debenture (as set out in paragraph 1 4 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture), the Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has charged in favour of the Security Agent (acting as agent and trustee for itself and each of the Beneficiaries) (or, if the Security Agent so chooses, its nominee) the following assets, both present and future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage all of its Property together with all buildings and fixtures (including trade fixtures but, for the avoidance of doubt, excluding any fixtures which are not owned by the Company) thereon and/or the proceeds of sale thereof and by way of first fixed charge all future Property and any other Property not effectively charged by way of first legal mortgage in each case together with all buildings and fixtures (including trade fixtures but, for the avoidance of doubt, excluding any fixtures which are not owned by the Company) thereon and all proceeds of sale thereof, but excluding any leasehold property which has a rack-rent payable in respect thereof or a term of 7 years or less to run,

Please see continuation pages 1 to 20 of this Part 6 of this Form MG01 attached hereto

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Particulars of a mortgage or charge

7

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

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

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

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

Commission allowance or discount

NIL

8

Delivery of instrument

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

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

9

Signature

Please sign the form here

Signature

Signature

X *Lorton & Watkins* X

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

MG01

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 Catherine Aebischer

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country UK

DX C/M No 041392-0006

Telephone 020 7710 1000

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge

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

Name	as agent and trustee for itself and each of the Beneficiaries (as									
Address										
Postcode										
Name										
Address										
Postcode										
Name										
Address										
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Name										
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Postcode										

MG01 - continuation page

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge

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

Name defined on continuation page 13 of Part 6 of this Form MG01)

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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>CONTINUATION PAGE 1 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>(b) by way of first equitable mortgage, all of its Securities (other than any Securities held at any time in THOIP Unlimited) and, if and to the extent not effectively assigned by Clause 3 3 of the Original Debenture (as set out in paragraph 1 3 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture), all Related Rights relating to such Securities,</p> <p>(c) by way of first fixed charge</p> <p>(i) (so far as permitted under the relevant documents pursuant to which it derives title and save in so far as the same shall be effectively mortgaged or charged by virtue of any other Transaction Security Document) its Intellectual Property, including all fees and royalties derived or to be derived from the Intellectual Property,</p> <p>(ii) its Licences and all deeds and documents from time to time relating to the Collateral,</p> <p>(iii) its goodwill and its uncalled share capital both present and future,</p> <p>(iv) if and to the extent not effectively assigned by Clause 3 3 of the Original Debenture (as set out in paragraph 1 3 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture), all of its rights, title and interest in and to (and claims under) the Policies and to any statutory or other compensation monies (including the proceeds of any defective title, restrictive covenant or other indemnity policy or covenant relating to its Property) arising for its benefit for interference with the use and/or enjoyment of its Property or the curtailment of any easement, right or benefit relating thereto and all other compensation monies from time to time received by it in respect of its Property,</p> <p>(v) all of its rights, title and interest in and to all chattels from time to time hired, leased or rented by it to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract,</p> <p>(vi) all rights in relation to or under and all benefits of, any covenants for title given or entered into by any of its predecessors in title to its Property, all proceeds of a capital nature in relation to the disposal of its Property, the benefit of any contract for the sale, letting or other disposal of its Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to its Property,</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 2 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>(vii) (to the extent capable of being so charged) the benefit of all of its rights and claims against all lessees from time to time of the whole or any parts of its Property and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to it in respect of any works of design, construction, repair or replacement to, on or about its Property,</p> <p>(viii) its Equipment (whether from time to time in or on the Property (and not comprised in the Property) or otherwise), and the benefit of all of its rights and claims against any person in respect of the design, construction, repair or replacement of the same,</p> <p>(ix) all of its rights (including against third parties) and benefits in and to the Receivables, to the extent that they do not fall within any other paragraph of Clause 3 1 of the Original Debenture (as set out in paragraph 1 1 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture),</p> <p>(x) all of its rights and benefits in and to the Receivables Accounts and all monies standing to their credit,</p> <p>(xi) so far as permitted under the relevant document, its rights, title and interest in and to all contracts, agreements or warranties affecting or in any way relating to the Collateral and the benefit of all related rights and remedies, and</p> <p>(xii) any beneficial interest, claim or entitlement it has in any pension fund</p> <p>1 2 Floating Charge</p> <p>The Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has charged to the Security Agent (acting as agent and trustee as aforesaid) by way of first floating charge all of its undertakings, property, assets and rights (including its Inventory and Equipment but excluding any Securities held at any time in THOIP Unlimited and the Related Rights pertaining to any such Securities), whatsoever and wheresoever, both present and future (save insofar as any of the same shall for the time being be effectively mortgaged or charged by way of first fixed charge under the provisions of Clause 3 1 of the Original Debenture (as set out in paragraph 1 1 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) or assigned by way of security under the provisions of Clause 3 3 of the Original Debenture (as set out in paragraph 1 3 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) The floating charge created by the Company pursuant to Clause 3 2 of the Original Debenture (as set out in paragraph 1 2 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 of the Insolvency Act and paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Original Debenture and the Second Supplemental Debenture</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 3 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>1 3 Assignments by way of security</p> <p>Subject to Clause 3 4 of the Original Debenture (as set out in paragraph 1 4 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture), the Company with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has assigned absolutely (in each case to the fullest extent capable of assignment but subject to the proviso for reassignment on redemption) by way of security to the Security Agent (acting as agent and trustee as aforesaid) all of its present and future rights, title and interest in and to</p> <p>(a) the proceeds of the Policies,</p> <p>(b) the Receivables (to the extent not effectively charged by way of fixed charge pursuant to Clause 3 1 of the Original Debenture (as set out in paragraph 1 1 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture)),</p> <p>(c) each Receivables Account maintained by it (including any such account specified in Schedule 3 to the Second Supplemental Debenture) and any monies from time to time standing to the credit of any such account or any other account maintained with the Security Agent into which the proceeds of Receivables are paid (to the extent not effectively charged by way of fixed charge pursuant to Clause 3 1 of the Original Debenture (as set out in paragraph 1 1 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture)),</p> <p>(d) the Related Rights (other than those pertaining to any Securities held at any time in THOIP Unlimited),</p> <p>(e) all monies which at any time may be or become payable to it pursuant to any Contract and the proceeds of any claims, awards and judgments which may at any time be receivable or received by it pursuant thereto (save that the exercise of all rights and remedies in connection with such Contracts, the exercise of any discretions or judgments, the giving of any waivers or consents and any entitlement to all proceeds and claims arising therefrom shall, in the absence of an Event of Default, be exercised at the sole discretion of the Company as set out in the Original Debenture (as such terms are incorporated by reference into the Second Supplemental Debenture) and subject always to the terms and conditions of the Finance Documents (including the Second Supplemental Debenture)), and</p> <p>(f) any rights relating to the Intra-Group Loan Agreement</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 4 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>1 4 Removal of Impediments to Charges and Assignments</p> <p>To the extent that</p> <p>(a) any right, title or interest described in Clause 3 1 of the Original Debenture (as set out in paragraph 1 1 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) is not capable of being charged under an agreement which precludes this either absolutely or conditionally (including obtaining the consent of a third party), or</p> <p>(b) any right, title or interest described in Clause 3 3 of the Original Debenture (as set out in paragraph 1 3 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) is not capable of assignment under an agreement which precludes this either absolutely or conditionally (including obtaining the consent of a third party),</p> <p>(such right, title or interest referred to in paragraphs (a) and (b) above as being "Excluded Property"),</p> <p>the Company shall use its reasonable endeavours as soon as reasonably practicable (and in the case of the shares in Georges Simenon Limited, within 60 days of the date of the Original Debenture) to obtain any relevant consent to such assignment or charge or to otherwise render the same capable of assignment or charge and, pending such interest becoming capable of assignment or charge, the charge purported to be created by Clause 3 1 of the Original Debenture (as set out in paragraph 1 1 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) or the assignment purported to be effected by Clause 3 3 of the Original Debenture (as set out in paragraph 1 3 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) (as the case may be) shall, without prejudice to the provisions of Clause 3 1(c)(ix) of the Original Debenture (as set out in paragraph 1 1(c)(ix) of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) in relation to Receivables, only operate as a charge or an assignment (as the case may be) by way of continuing security of any and all proceeds, damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as continuing security for the payment, discharge and performance of the Secured Obligations. Forthwith upon receipt of the relevant consent, the relevant right, title or interest shall stand charged or assigned to the Security Agent under Clause 3 1 or 3 3 of the Original Debenture (as set out in paragraphs 1 1 and 1 3 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) (as the case may be) and the Company will, if required by the Security Agent (acting reasonably), forthwith execute a valid fixed charge or assignment by way of security (as the case may be) in such form as the Security Agent shall require (acting reasonably) but on terms no more onerous than the Original Debenture (as such terms are incorporated by reference into the Second Supplemental Debenture)</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 5 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>2 NEGATIVE PLEDGE</p> <p>The Company has undertaken in favour of the Security Agent (as agent and trustee as aforesaid) that it will not, save as permitted pursuant to the terms of the Finance Documents</p> <p>(a) Liens</p> <p>create, incur, assume or permit to subsist any Encumbrance over all or any part of the Collateral (other than the Security) or any interest therein ranking in priority to, pari passu with or subsequent to the Security, nor enter into any agreement to do any of the same,</p> <p>(b) Disposals</p> <p>sell, transfer, assign, lease out, lend or otherwise dispose of (whether outright, by a sale and repurchase, sale and leaseback arrangement or otherwise), or grant any rights (whether of pre-emption or otherwise) over, all or any part of the Collateral or any interest therein, nor enter into any agreement to do any of the same (save in the ordinary course of its operations on arm's length terms in the case of assets of the Company charged by the Second Supplemental Debenture by way of floating charge only), or</p> <p>(c) Material prejudice</p> <p>unless required to do so by applicable law, do or cause or permit to be done anything which may materially depreciate, jeopardise or otherwise materially prejudice the market value or collateral value of such Collateral or the rights of the Security Agent under the Second Supplemental Debenture</p> <p>3 FURTHER ASSURANCE AND PERFECTION OF SECURITY</p> <p>3 1 Further Assurance</p> <p>(a) The Company shall, at its own expense, promptly following request by the Security Agent execute and do all such acts, deeds and things (including, without limitation, payment of all stamp duties and registration fees) the Security Agent may reasonably require for</p> <p>(i) perfecting or better perfecting or protecting the Security over any Collateral, save the Intellectual Property Rights which are only subject to Clause 4 3(c) of the Original Debenture (as incorporated by reference into the Second Supplemental Debenture), (including for the avoidance of doubt arranging for any Securities which are in registered form to be registered in the name of the Security Agent or a nominee of the Security Agent), and</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 6 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>(ii) after the Security has become enforceable in accordance with the terms of the Second Supplemental Debenture, facilitating the realization of any Collateral or the exercise of any right, power or discretion exercisable by the Security Agent in respect of any Collateral, including, without limitation, the conversion of equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or its nominees, and the giving of any notice, order or direction and the making of any registration, which in any case, the Security Agent may think necessary or desirable and in each case in a manner which is consistent with the remaining provisions of the Second Supplemental Debenture and, in the case of any document required to be executed pursuant to Clause 9 1 of the Original Debenture (as set out in paragraph 3 1 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture), containing provisions as the Security Agent reasonably requires but which are no more onerous than the corresponding provisions of the Second Supplemental Debenture, including, but not limited to the execution of the deed of assignment and consent substantially in the form set out in Schedule 8 to the Original Debenture in relation to the Japanese trade mark registrations and applications set out in Schedule 2 to the Second Supplemental Debenture</p> <p>(b) The obligations of the Company under paragraphs (a) and (b) of Clause 9 1 of the Original Debenture (as set out in paragraph 3 1(a) and paragraph 3 1(b) of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the Original Debenture (as incorporated by reference into the Second Supplemental Debenture) by virtue of section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(c) The Company shall, whenever requested by the Security Agent (acting reasonably) and at the Company's cost, affix to a visible part of such of the Collateral, or endorse or cause to be endorsed on such documents, as the Security Agent shall in each case stipulate, labels, signs or memoranda in a permanent manner and in such form as the Security Agent shall require (but not so as to impede or restrict the normal use or operation thereof) referring or drawing attention to the Security</p> <p>3 2 Conversion of Floating Charge</p> <p>(a) Without prejudice to the Security, the Security Agent may at any time by notice in writing to the Company convert the floating charge created by it pursuant to Clause 3 2 of the Original Debenture (as set out in paragraph 1 2 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) with immediate effect into a fixed charge or legal assignment as regards all or any of the Collateral specified in the notice</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 7 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>(i) at any time after the occurrence of a Declared Default which is continuing and which is not an event described in paragraph (b) below, or</p> <p>(ii) at any time after the Security Agent becomes entitled to appoint a Receiver notwithstanding it may elect not to do so or the Security is otherwise enforceable, or</p> <p>(iii) if the Security Agent (acting reasonably) considers such Collateral to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy</p> <p>(b) The floating charge created by the Company pursuant to Clause 3.2 of the Original Debenture (as set out in paragraph 1.2 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) will (in addition to the circumstances in which the same will occur under general law) automatically be converted with immediate effect (without notice from the Security Agent to the Company) into a fixed charge</p> <p>(i) on the convening of any general meeting of the members of a Chargor for the purposes of considering any resolution for its winding-up, dissolution, compromise, arrangement or reconstruction, or</p> <p>(ii) on the commencement of any legal proceedings (or their renewal after a stay) by</p> <p>(A) a Chargor or any of its directors or shareholders, or</p> <p>(B) any other person,</p> <p>for its winding-up or the making of an administration order (or any order having the same or similar effect) in relation to it, provided that in relation to any such legal proceedings commenced or renewed by the person referred to in (B) above, this sub-paragraph (ii) shall not apply if any such legal proceedings are frivolous or vexatious and, if a winding up petition (or an analogous document in a jurisdiction outside the United Kingdom), is discharged, stayed or dismissed within 15 Business Days of commencement and before the date on which it is advertised, or</p> <p>(iii) on the making of an order by a competent court or the passing of a resolution for the winding-up, dissolution, administration, compromise, arrangement or reconstruction of a Chargor or the appointment of any receiver, administrator, administrative receiver or any similar officer in relation to it or any and all of its property, assets or revenues, or</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 8 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>(iv) if a Chargor fails to comply with its obligations under Clause 8 of the Original Debenture (as incorporated by referenced into the Second Supplemental Debenture) or a Chargor takes or threatens to take any action which the Security Agent considers reasonably likely to result in a breach thereof,</p> <p>(v) upon any person levying or attempting to levy distress against any of the Collateral of a Chargor or any judgment creditor enforcing or attempting to enforce against any of the Collateral of a Chargor a judgment obtained against it whether by a warrant of execution, writ of fieri facias, garnishee order, charging order or otherwise, or</p> <p>(vi) if any other floating charge created by a Chargor crystallises for any reason</p> <p>(c) The giving by the Security Agent of a notice pursuant to Clause 9 2(a) of the Original Debenture (as set out in paragraph 3 2(a) of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) in relation to any class of the Collateral shall not be construed as a waiver or abandonment of the Security Agent's right to serve similar notices in respect of any other class of the Collateral or its other rights under the Second Supplemental Debenture or any other Finance Document</p> <p>(d) On the giving by the Security Agent of a notice pursuant to Clause 9 2(a) of the Original Debenture (as set out in paragraph 3 2(a) of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) or the conversion of a floating charge into a fixed charge pursuant to Clause 9 2(b) of the Original Debenture (as set out in paragraph 3 2(b) of this Part 6 and as incorporated by reference into the Second Supplemental Debenture), the Company shall, at its own expense, execute and/or deliver such documents in such form as the Security Agent (acting reasonably) shall require in order to perfect such fixed charge on terms no more onerous than the terms of the Second Supplemental Debenture</p> <p>(e) The floating charge granted by the Company pursuant to Clause 3 2 of the Original Debenture (as set out in paragraph 1 2 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) shall not, either by notice given by the Security Agent under paragraph (a) above or automatically under paragraph (b) above, be converted into fixed charges over any Collateral or otherwise crystallise solely as a result of</p> <p>(i) the obtaining of a moratorium by a Chargor, or</p> <p>(ii) anything done by a Chargor with a view to obtaining a moratorium,</p> <p>in each case under Section 1A of and Schedule A1 to the Insolvency Act to the extent they are applicable to a Chargor</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 9 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>4 CONTINUING SECURITY</p> <p>The Security constituted by the Second Supplemental Debenture shall be a continuing security and will extend to the ultimate balance of the Secured Obligations notwithstanding any interim or intermediate payment, discharge or settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect (or be prejudiced or affected by) the security constituted by any Encumbrance, guarantee or other assurance now (as at the date of the Second Supplemental Debenture) or thereafter held by the Security Agent or any right or remedy of the Security Agent in respect of the same and shall not be in any way prejudiced or affected by the invalidity thereof, or by the Security Agent now (as at the date of the Second Supplemental Debenture) or thereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same, or any rights which it may now (as at the date of the Second Supplemental Debenture) or thereafter have, or giving time for payment or indulgence or compounding with any other person liable</p> <p>5 POWER OF ATTORNEY</p> <p>5 1 Appointment</p> <p>The Company, by way of security, has irrevocably appointed the Security Agent and the persons deriving title under it and separately any Receiver jointly or severally to be its attorney or attorneys for them (with full power of substitution and delegation) and in the name and on behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required</p> <p>(a) for carrying out any obligations imposed on the Company by or pursuant to the Second Supplemental Debenture but not performed by the Company in accordance with the terms of the Second Supplemental Debenture, following a written request by the Security Agent,</p> <p>(b) for carrying any sale, lease or other dealing whatsoever by the Security Agent or Receiver into effect,</p> <p>(c) for conveying or transferring any legal estate or other interest in land or any other property whatsoever,</p> <p>(d) for getting in all or any part of the Collateral, and</p> <p>(e) generally for enabling the Security Agent and any Receiver to exercise the respective powers, authorities and discretions conferred on them by or pursuant to the Second Supplemental Debenture or by law,</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 10 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>provided that, in each case, the Security Agent shall not be entitled to exercise such power until after the occurrence of an Event of Default that is continuing or following (in the reasonable opinion of the Security Agent) the continued failure by the Company to comply with any obligation under Clause 9 of the Original Debenture (as incorporated by reference into the Second Supplemental Debenture)</p> <p>The provisions of Clause 13 1 of the Original Debenture (as set out in paragraph 5 1 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) shall take effect as and by way of variation to the provisions of sections 109(6) and 109(8) of the Law of Property Act 1925 which provisions as so varied and extended shall be deemed incorporated in the Original Debenture (as incorporated by reference into the Second Supplemental Debenture) as if they related to a receiver of the Collateral and not merely a receiver of the income thereof</p> <p>5 2 Ratification</p> <p>The Company has covenanted with the Security Agent and separately with any Receiver that, on request, it will ratify and confirm all security agreements, documents and acts and all transactions entered into by the Security Agent or any Receiver (or by the Company at the instance of the Security Agent or any Receiver) in the exercise or purported exercise of its or his powers set out in the Original Debenture (as incorporated by reference into the Second Supplemental Debenture) and the Company has irrevocably acknowledged and agreed that the power of attorney contained in Clause 13 1 of the Original Debenture (as set out in paragraph 5 1 of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) is given to secure the proprietary interest of, and the performance of obligations owed to, the respective donees within the meaning of the Powers of Attorney Act 1971</p> <p>6 REINSTATEMENT AND RELEASE</p> <p>6 1 Reinstatement</p> <p>Any settlement or discharge under the Second Supplemental Debenture between the Company and the Security Agent or the Beneficiaries (or any of them) shall be conditional upon no security or payment to the Security Agent or the Beneficiaries (or any of them) by any Finance Party or the Company or any other person on behalf of any Finance Party or, as the case may be, the Company being avoided or set aside or ordered to be refunded or reduced by or pursuant to any applicable law or regulation and, if such condition is not satisfied, the Security Agent and/or the Beneficiaries shall be entitled to recover from the Company on demand the value of any such security or the amount of any such payment as if such settlement or discharge had not occurred The Security Agent or any other Beneficiary may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 11 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>6 2 Release</p> <p>(a) Once all the Secured Obligations have been paid in full and neither the Security Agent nor any other Beneficiary has any contingent liability to advance further monies to, or incur liability on behalf of, the Company or any other Finance Party, the Security Agent and each other Beneficiary shall, at the request and cost of the Company, promptly take any action (including the provision of a letter of non-crystallisation (if applicable)) which may be necessary to release, discharge and reassign the Collateral from the Security</p> <p>(b) On the completion of the sale or disposal of any Collateral in accordance with the terms of the Finance Documents, the Security Agent has agreed with the Company that, upon at least five Business Days' prior written request from the Company, it shall release, discharge or reassign (as the case may be) the Collateral being so sold or disposed of from the Security, provided that the Company has certified to the Security Agent that the sale or disposition is made in compliance with the provisions of the Finance Documents, and that</p> <p>(i) the Security Agent shall not be required to execute any such release, discharge or reassignment on terms which, in the Security Agent's opinion, would expose the Security Agent to liability or create any obligation or entail any consequence other than the release of such Security without recourse or warranty, and</p> <p>(ii) such release, discharge or reassignment shall not in any manner discharge, affect or impair the Secured Obligations or the Security upon (or obligations of the Company in respect of) all interest retained by the Company, including the proceeds of sale, all of which shall continue to form part of the Security</p> <p>7 SET-OFF</p> <p>(a) Any Beneficiary may at any time after a Declared Default (without giving notice to the Company)</p> <p>(i) set off or otherwise apply sums standing to the credit of the Company's accounts with that Beneficiary (irrespective of the terms applicable to those accounts and whether or not those sums are then due for repayment to that Beneficiary), and</p> <p>(ii) set off any other obligations (whether or not then due for performance) owed by that Beneficiary to the Company, in each case against any liability of the Company to the relevant Beneficiary under the Finance Documents</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>CONTINUATION PAGE 12 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>(b) A Beneficiary may exercise its rights under Clause 19(a) of the Original Debenture (as set out in paragraph 6(a) of this Part 6 and as incorporated by reference into the Second Supplemental Debenture) notwithstanding that the amounts concerned may be expressed in different currencies and each Beneficiary is authorised to effect any necessary conversions at a market rate of exchange selected by it in its absolute discretion</p> <p>(c) If the relevant obligation or liability is unliquidated or unascertained, the Beneficiary may set off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 13 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>Definitions</p> <p>Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and the following words when used in this Form MG01 shall have the following meanings</p> <p>"ACL Documents" has the meaning given to it in the Senior Facilities Agreement</p> <p>"Beneficiaries" means a Finance Party in its capacity as a beneficiary of guarantees and Security held on its behalf by the Security Agent</p> <p>"Business Day" has the meaning given to it in the Senior Facilities Agreement, the Mezzanine Facility Agreement, or the PIK Facility Agreement</p> <p>"Chargor" means the Company and each of the other companies listed in Schedule 1 to the Second Supplemental Debenture</p> <p>"Collateral" means all Property, Equipment, Inventory, Investments, Intellectual Property, Receivables, Receivables Accounts, Policies, Contracts and/or other assets and undertakings of the Company mortgaged, charged or assigned under the Second Supplemental Debenture and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may now (at the date of the Second Supplemental Debenture) or in the future be the subject of the Security</p> <p>"Composite Amendment Deed" means the composite amendment deed dated 4 September 2006 made between, among others, Planet Acquisitions Holdings Limited as parent, Planet Acquisitions Limited as principal borrower, the companies named therein as Obligors, the institutions named therein as Institutional Investors, the financial institutions named therein as Senior Lenders, the financial institutions named therein as Mezzanine Lenders, the financial institutions named therein as PIK Lenders, GE Leveraged Loans Limited as agent, GE Leveraged Loans Limited as mezzanine agent, Lehman Brothers International Limited as PIK agent and GE Leveraged Loans Limited as security agent (where each such term not defined herein, shall have the meaning given to it in the Composite Amendment Deed)</p> <p>"Contracts" means all contracts and agreements to which the Company is a party and/or that confer any rights upon the Company (including any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it)</p> <p>"Declared Default" means an Event of Default in respect of which any notice has been served by the Agent (as such term is defined in the Senior Facilities Agreement) in accordance with clause 28 20</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 14 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)

(Acceleration) of the Senior Facilities Agreement, by the Mezzanine Agent (as such term is defined in the Mezzanine Facility Agreement) in accordance with clause 24 20 (Acceleration) of the Mezzanine Facility Agreement or by the PIK Agent (as such term is defined in the PIK Facility Agreement) in accordance with clause 24 19 (Acceleration) of the PIK Facility Agreement (as applicable)

"Encumbrance" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered into for the purpose of and having the effect of providing security

"Equipment" means all of the Company's now owned (at the date of the Second Supplemental Debenture) or thereafter acquired machinery and equipment including processing equipment, conveyers, machine tools, data processing and computer equipment, including embedded software, and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, material, handling equipment, tools, attachments, accessories, automotive and office equipment, trailers, trucks, forklifts, mould, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property (which, for the avoidance of doubt, includes a tenant's fixtures and fittings), furnishings, furniture and other tangible personal property (except Inventory), together with all additions and accessories thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto, in the case of all of the foregoing, wherever they may be located

"Event of Default" means any event or circumstance specified as such in Clause 28 (Events of Default) of the Senior Facilities Agreement, Clause 24 (Events of Default) of the Mezzanine Facility Agreement or Clause 24 (Events of Default) of the PIK Facility Agreement

"Facility Agreements" means the Senior Facilities Agreement, the Mezzanine Facility Agreement and the PIK Facility Agreement

"Finance Documents" means the Senior Finance Documents, the Mezzanine Finance Documents and the PIK Finance Documents

"Finance Party" means a Senior Finance Party, a Mezzanine Finance Party or a PIK Finance Party (where each such term not defined herein, shall have the meaning given to it in the Senior Facilities Agreement)

"Insolvency Act" means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 15 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>"Intellectual Property" means the Intellectual Property Rights owned by or licensed to the Company or the interests of the Company in any of those Intellectual Property Rights, anywhere in the world, whether now (at the date of the Second Supplemental Debenture) or at any time in the future, including all of the Intellectual Property Rights (if any) set out in Schedule 2 to the Second Supplemental Debenture, where registered includes registrations and applications for registration, but excluding all Intellectual Property Rights which are the subject of security granted pursuant to the ACL Documents</p> <p>"Intellectual Property Rights" means all rights in trade marks, service marks, logos, get-up, trade names, internet domain names, copyright (including rights in computer software), rights in designs, database rights, patents, utility models, rights in know-how and confidential information (including market information, and lists of customers and suppliers), rights protecting goodwill and reputation and other intellectual property rights and interests, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect, other than moral rights, anywhere in the world, and registered includes registrations, and applications for registration</p> <p>"Intercreditor Deed" means the intercreditor deed dated 23 February 2006, as amended and restated on 11 September 2008 and made between, among others, Planet Acquisitions Holdings Limited as Parent, Planet Acquisitions Limited as Principal Borrower, the Obligors, the Security Agent, GE Leveraged Loans Limited as Senior Agent, GE Leveraged Loans Limited as Mezzanine Agent, Lehman Brothers International (Europe) as PIK Agent, the Hedge Counterparties, the Senior Lenders, the Mezzanine Lenders, the PIK Lenders and the Investors (where each such term not defined herein, shall have the meaning given to it in the Intercreditor Deed)</p> <p>"Intra-Group Loan Agreement" means the upstream loan agreement dated 4 September 2006 between the companies referred to therein as lenders and the companies referred to therein as borrowers</p> <p>"Inventory" means all of the Company's now (at the date of the Second Supplemental Debenture) owned or thereafter acquired inventory, goods and merchandise, wherever located, to be supplied under any contract of service or held for sale or lease, all raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description which are or might be used or consumed in its businesses or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them</p> <p>"Investments" means the Securities and the Related Rights relating to such Securities</p> <p>"Licences" means all licences, consents and authorisations (statutory or otherwise) other than in relation to Intellectual Property Rights now (at the date of the Second Supplemental Debenture) or in the future held or acquired by the Company, or held by a nominee of the Company, in connection with any business carried on by it or the use of any of the Collateral</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>CONTINUATION PAGE 16 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 23 February, 2006 between, among others, Planet Acquisitions Holdings Limited as parent, Planet Acquisitions Limited as borrower, GE Capital Limited as mandated lead arranger and bookrunner, GE Leveraged Loans Limited as original lender and GE Leveraged Loans Limited as agent and security agent, as amended in accordance with the Composite Amendment Deed and the Second Composite Amendment Deed</p> <p>"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, any Accession Letter to the Mezzanine Facility Agreement, any Compliance Certificate under the Mezzanine Facility Agreement, any fee letters setting out any of the fees referred to in the Mezzanine Facility Agreement, any Funding Note, any Hedging Agreement relating to the Facility, the Mezzanine Syndication Letter, the Side Letter, the Composite Amendment Deed, the Second Composite Amendment Deed, the Intercreditor Deed, any resignation letter under the Mezzanine Facility Agreement, any utilisation request or request relating to the selection of an interest period for a utilisation under the Mezzanine Facility Agreement, any Transaction Security Document and any other document designated as a "Mezzanine Finance Document" in accordance with the terms of the Mezzanine Facility Agreement (where each such term not defined herein, shall have the meaning given to it in the Mezzanine Facility Agreement)</p> <p>"Mezzanine Finance Party" means the Mezzanine Agent, the Mezzanine Arranger, the Security Agent, a Mezzanine Lender, a Funding Noteholder or a Hedge Counterparty (where each such term not defined herein, shall have the meaning given to it in the Mezzanine Facility Agreement)</p> <p>"Obligor" means a Borrower or a Guarantor (each as defined in the Senior Facilities Agreement, the Mezzanine Facility Agreement or the PIK Facility Agreement)</p> <p>"Original Debenture" means the debenture dated 4 September 2006 between the Chargors and the Security Agent</p> <p>"PIK Facility Agreement" means the PIK facility agreement dated 4 September 2006 between, among others, Planet Acquisitions Limited as Bidco, Planet Acquisitions Holdco 1 Limited as Midco, Planet Acquisitions Holdco 2 Limited as Newco or the borrower, Lehman Brothers International (Europe) as PIK arranger and PIK agent, Lehman Commercial Paper Inc, UK Branch as original lender and GE Leveraged Loans Limited as security agent (where each such term not defined herein, shall have the meaning given to it in the PIK Facility Agreement)</p>	

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>CONTINUATION PAGE 17 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>"PIK Finance Documents" means the PIK Facility Agreement, any Accession Letter, the Composite Amendment Deed, the Second Composite Amendment Deed, any Compliance Certificate, any PIK Fee Letter, any Side Letter, any Funding Note, the Intercreditor Deed, any Selection Notice, any Transaction Security Document, any resignation letter under the PIK Facility Agreement, any utilisation request or request relating to the selection of an interest period for a utilisation under the PIK Facility Agreement, and any other document designated as a "PIK Finance Document" in accordance with the terms of the PIK Facility Agreement (where each such term not defined herein, shall have the meaning given to it in the PIK Facility Agreement)</p> <p>"PIK Finance Party" means the PIK Agent, the PIK Arranger, the Security Agent, a PIK Lender or a Funding Noteholder (where each such term not defined herein, shall have the meaning given to it in the PIK Facility Agreement)</p> <p>"Policies" means the policies of insurance in which the Company is interested details (if any) of which are specified in Schedule 4 to the Second Supplemental Debenture and any other contracts and policies of insurance (other than policies providing for indemnity insurance in respect of any third party liabilities and any directors' and officers' insurance) in which it may now (at the date of the Second Supplemental Debenture) or thereafter have an interest</p> <p>"Property" means all freehold and leasehold properties and other real property both present and future of the Company as may now (at the date of the Second Supplemental Debenture) or in the future be the subject of the Security, including all buildings and other structures from time to time erected thereon and all fixtures and fittings (trade or otherwise) and fixed plant and machinery from time to time thereon or therein, but shall not include, for the avoidance of doubt, any leasehold property which has a rack-rent payable in respect thereof or a term of 7 years or less to run</p> <p>"Receivables" means</p> <p>(a) all book debts, both present and future, due or owing to the Company and all other monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each case, the proceeds and all remittances in respect thereof and all damages and dividends in relation thereto) due or owing to the Company and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens),</p> <p>(b) all sums, both present and future, due or owing to the Company by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union, and</p> <p>(c) all payments representing or made in respect of paragraph (a) or (b)</p>

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>CONTINUATION PAGE 18 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>"Receivables Account" means each account of the Company details of which are specified in Schedule 3 to the Second Supplemental Debenture (to which Receivables are to be paid or credited) and all other accounts or sub-accounts opened or maintained now (at the date of the Second Supplemental Debenture) or in the future by the Company with any bank, financial institution or other person satisfactory to the Security Agent or (following the occurrence of an Event of Default that has not been remedied or waived in accordance with the terms of the Facility Agreements as the Security Agent shall specify</p> <p>"Receiver" means a receiver and/or manager (including, as the context admits, an administrative receiver) however appointed under or in connection with the Second Supplemental Debenture</p> <p>"Related Rights" means in relation to any of the Securities</p> <p>(a) all assets deriving from such Securities (or any other asset referred to in paragraph (b) below) including all allotments, accretions, offers, rights, dividends, distributions, interest, income, benefits, powers, privileges, authorities, remedies and advantages whatsoever at any time accruing, offered or otherwise derived from or incidental to such Securities (or any other asset referred to in paragraph (b) below), and</p> <p>(b) all stocks, shares, nghts, money or property accruing or offered at any time by way of conversion, consolidation, redemption, bonus, preference, exchange, purchase, subdivision, substitution, option, interest or otherwise in respect thereof</p> <p>"Second Composite Amendment Deed" means the second composite amendment deed dated 11 September 2008 made between, among others, Planet Acquisitions Holdings Limited as parent, Planet Acquisitions Limited as principal borrower, the companies named therein as Obligors, GE Leveraged Loans Limited as agent, Lehman Brothers International (Europe) as mezzanine agent and PIK agent and GE Leveraged Loans Limited as security agent</p> <p>"Securities" means all shares, stocks, debentures, debenture stock, bonds, warrants, options, coupons or other securities and investments of any kind whatsoever owned by the Company (including nghts to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise, and all other interests (including loan capital) now (at the date of the Second Supplemental Debenture) or in the future owned by the Company from time to time in any company, firm, consortium or entity wherever situate, including (if any) the Securities specified in Schedule 5 to the Second Supplemental Debenture</p> <p>"Security" means the security created by (or purported to be created by) the Second Supplemental Debenture</p> <p>"Security Agent" means GE Leveraged Loans Limited as agent and trustee for itself and each of the Beneficiaries appointed pursuant to the terms of the Intercreditor Deed</p>

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>CONTINUATION PAGE 19 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 23 February, 2006 between, among others, Planet Acquisitions Holdings Limited as parent, Planet Acquisitions Limited as borrower, GE Capital Limited as mandated lead arranger and bookrunner, GE Leveraged Loans Limited as original lender and GE Leveraged Loans Limited as agent and security agent, as amended in accordance with the Composite Amendment Deed and the Second Composite Amendment Deed</p> <p>"Senior Finance Documents" means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Syndication Letter, the Intercreditor Deed, any Transaction Security Document, the Composite Amendment Deed, the Second Composite Amendment Deed, any resignation letter under the Senior Facilities Agreement, any utilisation request or request relating to the selection of an interest period for a utilisation under the Senior Facilities Agreement, and any other document designated as a "Senior Finance Document" in accordance with the terms of the Senior Facilities Agreement (where each such term not defined herein, shall have the meaning given to it in the Senior Facilities Agreement)</p> <p>"Senior Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender (where each such term not defined herein, shall have the meaning given to it in the Senior Facilities Agreement)</p> <p>"Transaction Security Documents" means</p> <ul style="list-style-type: none"> (a) the First Debenture, (b) the Second Debenture, (c) the Third Debenture, (d) the French Trade Mark Security Agreements, (e) the US Trade Mark Security Agreements, (f) the US Copyright Security Agreements, (g) the Canadian Trade Mark Security Confirmations, (h) the Fourth Stage Transaction Security Documents,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>CONTINUATION PAGE 20 TO PART 6 OF THIS FORM MG01 RELATING TO A SECOND SUPPLEMENTAL DEBENTURE DATED 7 MAY 2010 ENTERED INTO BY SILVER LINING PRODUCTIONS LIMITED (COMPANY NUMBER 03265254)</p> <p>(i) the Supplemental Debenture, and</p> <p>(j) the Second Supplemental Debenture,</p> <p>together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents (where each such term not defined herein, shall have the meaning given to it in the Facility Agreements)</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3265254
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND SUPPLEMENTAL
DEBENTURE DATED 7 MAY 2010 AND CREATED BY SILVER
LINING PRODUCTIONS LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY
BENEFICIARY 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
14 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MAY 2010



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES