

MG01

Particulars of a mortgage or charge



Voucher 013095/13

**A fee is payable with this form.**

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



**What this form is for**

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



**What this form is NOT**

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

THURSDAY



LD2 \*LNNT1KJS\* 69  
03/06/2010

COMPANIES HOUSE

1

**Company details**

Company number 0 5 5 1 6 9 6 7

Company name in full Technicolor Europe Limited

1

**→ 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 d2 d6 m0 m5 y2 y0 y1 y0

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

Agreement on Registered Pledge and Civil Pledge over Shares dated 26 May 2010 between  
Technicolor Europe Limited (the "Pledgor") and The Law Debenture Trust Corporation plc (the  
"Pledgee"), (the "Security Agreement")

4

**Amount secured**

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

Amount secured

The receivable (*wierzytelność*) of the Pledgee from the Pledgor,  
pursuant to Clause 35.7 (*Parallel Debt*) of the Intercreditor  
Agreement for payment on account of the Parallel Obligations  
together with any and all claims related to the foregoing claim for  
payment on account of the Parallel Obligations including, without  
limitation, the claim for interest (the "Secured Receivable")

The Secured Receivable shall be secured up to the maximum  
amount equal to EUR 3,100,000,000 (say Three Billion One Hundred  
Million euros)

Please refer to the continuation pages for definitions

**Continuation page**

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

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## Particulars of a mortgage or charge

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

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

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

Name The Law Debenture Trust Corporation p l c

Address Fifth Floor, 100 Wood Street

London

Postcode E C 2 V 7 E X

Name

Address

Postcode

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

Please give the short particulars of the property mortgaged or charged

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

Short particulars

1 As a collateral security for the Secured Receivable, the Pledgor hereby establishes the Pledge over the Pledged Shares pursuant to Art 2 Sec 1 of the Pledge Law for the benefit of the Pledgee and the Pledgee accepts the Pledge

The Pledge is being established on 8,670,238 (say Eight Million Six Hundred Seventy Thousand Two Hundred Thirty Eight) shares in the Company of the aggregate nominal value of PLN 433,511,900 (say Four Hundred Thirty Three Million Five Hundred Eleven Thousand Nine Hundred zlotys), constituting approx 99 % (say Ninety Nine per cent) of the share capital of the Company

2 Notwithstanding the Pledge over the Pledged Shares, for the purpose of securing the Secured Receivable, the Pledgor hereby establishes the Civil Pledge over the Pledged Shares pursuant to Art 306 of the Civil Code for the benefit of the Pledgee

The Civil Pledge shall automatically expire on the earlier of (i) the Termination Date or (ii) 31 March 2019

3 As an additional and unrelated to the Pledges collateral security for the Secured Receivable, the Pledgor, subject to Sec 6 2 of the Security Agreement, assigns to the Pledgee its receivables towards the Company on account of the Distributions

Please refer to the continuation pages for definitions

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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

Not applicable

### 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 Slaughter and May X  
for the Pledge, 2 June 2010

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

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## Particulars of a mortgage or charge



### Presenter information

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

Contact name **GESS/HXS**

Company name  
**Slaughter and May**

Address **One Bunhill Row**

**Moorgate**

Post town **London**

County/Region

Postcode **E C 1 Y 8 Y Y**

Country **United Kingdom**

DX

Telephone **+44 (0)20 7090 3596**



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

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

**For companies registered in Northern Ireland:**

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



### Further information

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

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

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JAN 10 1964

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Form MG01- continuation page 1 of 9 Technicolor Europe Limited (company number 05516967)</p> <p>1 The Pledged Shares bear the following features (within the meaning of and according to the Catalogue)</p> <p>(a) General name of the subject of the pledge pursuant to the Catalogue Shares in a limited liability company</p> <p>(b) Number of the position in the Catalogue G 1</p> <p>(c) Characteristics of the subject matter of the pledge, pursuant to the Catalogue</p> <p>(i) name, seat and address of the limited liability company Thomson Technicolor Polska Spółka z ograniczona odpowiedzialnoscia" with its registered office in Piaseczno, ul Julianowska 65a, 05-500 Piaseczno</p> <p>(ii) number in the commercial register KRS 0000072637</p> <p>(iii) identification of the commercial court District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register</p> <p>(iv) number of the Shares subject to the pledge 8,670,238</p> <p>(v) nominal value of one share PLN 50</p> <p>(vi) share capital of the Company PLN 433,512,650</p> <p>(vii) number of shares subscribed by the shareholders 8,670,253</p> <p>(viii) manner of marking the subject of the pledge NONE</p> <p>2 Pursuant to Article 8 of the Pledge Law, the Pledge over the Pledged Shares shall remain valid regardless of any changes which the Pledged Shares may undergo (e g any increase or decrease of the nominal value of the Pledged Shares, split or merger of the Pledged Shares)</p> <p><b>PLEDGOR'S OBLIGATIONS CONCERNING SHARES NEW SHARES</b></p> <p>1 The Pledgor shall not transfer, encumber or in any other manner dispose of the Pledged Shares nor shall it redeem, merge, split or change the par value of, or establish the right of usufruct over, the Pledged Shares</p> <p>2 The Pledgor shall ensure that anytime until the Termination Date the shares in the Company held by it represent not less than 99% (say Ninety Nine percent) of the share capital of the Company and entitle to not less than 99% (say Ninety Nine percent) of the total number of votes at any Shareholders' Meeting of the Company</p> <p>(continued on the next page)</p>	

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Form MG01- continuation page 2 of 9 Technicolor Europe Limited (company number 05516967)</p> <p>3 At all times until the Termination Date, all shares in the Company held by the Pledgor should be pledged in favour of the Pledgee To this end, should the Pledgor acquire, or subscribe for, any New Shares, it shall inform the Pledgee of such fact and shall, within 14 (say Fourteen) days from the date of acquisition of the relevant New Shares or registration by the pertinent court of the increase of the Company's share capital in connection with which the relevant New Shares were created, conclude with the Pledgee an agreement on the registered pledge and civil pledge of such New Shares on the terms and conditions substantially the same as the terms and conditions of this Agreement</p> <p>4 The Pledgor shall not waive the right of first refusal (prawo pierwszeństwa) in respect of any New Shares it enjoys as a shareholder of the Company pursuant to Art 258 § 1 of the Commercial Companies Code and shall subscribe for any and all New Shares allocated to it If the share capital of the Company is increased pursuant to Article 6 (Podwyższenie Kapitału Zakładowego) of the Articles of Association of the Company, the Pledgor shall ensure that all New Shares are subscribed for by the Pledgor to the extent necessary to ensure compliance with provisions of Sec 11 2 In particular, the Pledgor shall ensure that the Company will designate the Pledgor as the person entitled to subscribe for any and all New Shares</p> <p>5 The Pledgor agrees and undertakes to execute (conclude) and deliver to the Pledgee any and all such documents or agreements, to make any and all such declarations of will and to take any and all such actions as may be reasonably necessary or desirable for the implementation of the Security Agreement, the valid establishment of the Pledges, the enforcement of the Pledges (including through the implementation of the enforcement methods contemplated in Sec 5 3 and Sec 13 2 of the Security Agreement) and the satisfaction of the Secured Receivable</p>	

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## Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Form MG01- continuation page 3 of 9 Technicolor Europe Limited (company number 05516967)</p> <p><b><u>Definitions</u></b></p> <p>In this Form MG01</p> <p><b>"Accession Document"</b> means a document substantially in the form set out in Schedule 2 of the Intercreditor Agreement executed or to be executed by a person intending to become a party to the Intercreditor Agreement,</p> <p><b>"Affiliate"</b> means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person, and, with respect to the Borrower, shall include any person beneficially owning or holding, directly or indirectly, 10% or more of any class of voting or equity interests of the Borrower or any Subsidiary or any corporation of which the Borrower and its Subsidiaries beneficially own or hold, in the aggregate, directly or indirectly, 10% or more of any class of voting or equity interests. As used in this definition, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise,</p> <p><b>"Agency Fees Letter"</b> means the letter from the Facility Agent to the Borrower dated on or about the date of the Credit Agreement setting out the details of certain fees payable to the Facility Agent in connection with the Facilities,</p> <p><b>"Associated Liabilities"</b> means in relation to any obligation or liability</p> <p>(a) any novation, deferral or extension of that obligation or liability,</p> <p>(b) any claim for damages or restitution however arising in connection with that obligation or liability or in relation to its rescission,</p> <p>(c) any claim against the relevant Debtor flowing from any recovery by such Debtor of a payment or discharge in respect of that obligation or liability on the grounds of preference or otherwise, and</p> <p>(d) any amount (including post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of an obligation or liability in any insolvency or other proceedings,</p> <p><b>"Business Day"</b> means a day (other than a Saturday or Sunday) on which banks are open for general business in London, New York and Paris,</p> <p><b>"Borrower"</b> means Technicolor S A ,</p> <p><b>"Calculation Agent"</b> means The Bank of New York Mellon, acting through its London Branch, or a successor person appointed in accordance with the Intercreditor Agreement,</p> <p><b>"Catalogue"</b> means the Catalogue of Methods of Describing Subject Matter of Pledge constituting Attachment No 1 to the Decree of the Minister of Justice of 15 October 1997 on Detailed Organization and Maintaining of the Register of Pledges (Journal of Laws No 134, item 892) of Poland,</p>	



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## Particulars of a mortgage or charge

4	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>Form MG01- continuation page 4 of 9 Technicolor Europe Limited (company number 05516967)</p> <p><b>Definitions continued:</b></p> <p><b>"Civil Code"</b> means the Civil Code of 23 April 1964 (Journal of Laws No 16, item 93) of Poland, as amended,</p> <p><b>"Commercial Companies Code"</b> means the Commercial Companies Code of 15 September 2000 (Journal of Laws No 94, item 1037) of Poland, as amended,</p> <p><b>"Company"</b> means a Polish limited liability company operating under the business name of "Thomson Technicolor Polska Spółka z ograniczoną odpowiedzialnością" with its registered office in Piaseczno, Poland, entered into the National Court Register - registry of entrepreneurs by the District Court for the Capital City of Warsaw, XIV Commercial Division of the National Court Register, under number KRS 0000072637, with the share capital amounting to PLN 433,512,650 (say Four Hundred Thirty Three Million Five Hundred Twelve Thousand Six Hundred Fifty zlotys),</p> <p><b>"Credit Agreement"</b> means the facilities agreement entered into on 23 April 2010 between, among others, the Borrower, the guarantors named therein, the Facility Agent and the Lender Creditors,</p> <p><b>"Debtor"</b> means, subject to Clause 17 (Resignation of a Guarantor) of the Intercreditor Agreement, each Obligor named in Part A of Schedule 1 to the Intercreditor Agreement and any other Group Member who accedes to the Intercreditor Agreement in accordance with Clause 34 7 (New Debtors) of the Intercreditor Agreement as a Debtor,</p> <p><b>"Distributions"</b> means any and all amounts payable to the Pledgor as share in the profit of the Company (dividend) pursuant to a resolution of the shareholders of the Company on allocation of profits as well as any and all other amounts payable to the Pledgor as a shareholder of the Company pursuant to applicable provisions of law, Articles of Association of the Company, resolution of the shareholders of the Company or otherwise, including, but not limited to, any and all (i) advances payable towards the anticipated dividend for the relevant financial year, (ii) proceeds in respect of redeemed Pledged Shares or any part thereof, (iii) payments related to the division of the property of the Company following its liquidation, after the date hereof,</p> <p><b>"Euro Equivalent"</b> means, in relation to the determination of any amount denominated or expressed in (a) euro, its amount, and (b) any other currency, its equivalent in euro calculated at the spot exchange rate for the relevant currency to euro as published by the European Central Bank on its website at 15 00 (Paris time) on the date of such determination or as otherwise specified,</p> <p><b>"Facilities"</b> means, as the context requires, the Term A1 Facility, the Term A2 Facility, the Term B1 Facility and/or the Term B2 Facility,</p> <p><b>"Facility Agent"</b> means The Bank of New York Mellon, acting through its London Branch, or any other person appointed as a replacement or successor facility agent in accordance with the Credit Agreement,</p> <p><b>"Finance Documents"</b> means the Lender Finance Documents and the Noteholder Finance Documents,</p>

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Form MG01- continuation page 5 of 9 Technicolor Europe Limited (company number 05516967)</p> <p><b><u>Definitions continued.</u></b></p> <p><b>"Financial Indebtedness"</b> means any indebtedness for or in respect of</p> <ul style="list-style-type: none"> <li>(a) moneys borrowed (including overdrafts),</li> <li>(b) any amount raised by acceptance under any acceptance credit or bill discounting facility or dematerialised equivalent,</li> <li>(c) any amount raised pursuant to any note purchase facility or the issue of any debenture, bond, note, loan stock or other similar instrument,</li> <li>(d) receivables sold or discounted (other than on a non-recourse basis),</li> <li>(e) the acquisition cost of any asset to the extent payable after the time of acquisition where the deferred payment is arranged primarily as a method of raising finance or financing or refinancing the acquisition of the asset acquired other than any capital equipment acquired pursuant to deferred payment terms in the ordinary course of business,</li> <li>(f) finance leases, credit sale or conditional sale agreements (whether in respect of land, buildings, plant, machinery, equipment or otherwise) which are treated as finance or capital leases in accordance with IFRS (but only to the extent of such treatment),</li> <li>(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability (but not, in any case, Trade Instruments) of an entity which is not a Group Member which liability would fall within one of the other paragraphs of this definition,</li> <li>(h) any agreement for managing or hedging currency and/or interest rate and/or commodity risk (calculated after giving effect to contractual netting) entered into for non-speculative purposes,</li> <li>(i) any amount payable under any arrangement (including a put option) whereby a person is liable, at the request of a third party, to redeem or purchase share capital or other securities issued by it or any other person,</li> <li>(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing, or</li> <li>(k) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any indebtedness falling within the foregoing paragraphs (a) to (j) inclusive (in the case of (g), except as it relates to Trade Instruments),</li> </ul> <p>without taking any amount into account more than once in any calculation of Financial Indebtedness,</p> <p><b>"Group Member"</b> means any of the Borrower and its Subsidiaries from time to time,</p> <p><b>"Guarantor"</b> means each guarantor under the Credit Agreement and/or Note Purchase Agreement,</p> <p><b>"Hedging Agreements"</b> means any interest rate hedging agreement (other than relating to interest rate caps) entered into on or after the Settlement Date between any Hedging Lender and a Debtor in accordance with Clause 15 3(g) (Interest rate hedging) of the Credit Agreement and paragraph (g) (Interest rate hedging) of Part B of Schedule G to the Note Purchase Agreement and the terms of the Intercreditor Agreement,</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Form MG01- continuation page 6 of 9 Technicolor Europe Limited (company number 05516967)</p> <p><b><u>Definitions continued:</u></b></p> <p><b>"Hedging Lender"</b> means, subject to Clause 34 3 (Change of Creditor) of the Intercreditor Agreement, each Hedging Lender named in Part D of Schedule 1 to the Intercreditor Agreement and any other person who accedes to the Intercreditor Agreement in accordance with Clause 34 5 (New Hedging Lenders) of the Intercreditor Agreement as a Hedging Lender,</p> <p><b>"IFRS"</b> means International Financial Reporting Standards as issued by the International Accounting Standards Board (IASB) and as adopted by the European Union, as may be amended from time to time,</p> <p><b>"Intercreditor Agreement"</b> means the intercreditor agreement entered into on 23 April 2010 between, among others, the Borrower, Technicolor Disc Services International Limited, Gallo 8 S A S , Technicolor Videocassette Holdings (UK) Limited, Technicolor Holdings Limited, Technivision Limited and the Senior Creditors,</p> <p><b>"Lender Creditors"</b> means, subject to Clause 34 3 (Change of Creditor) of the Intercreditor Agreement, each Lender Creditor named in Part B of Schedule 1 to the Intercreditor Agreement and any other person who accedes to the Intercreditor Agreement in accordance with Clause 34 3 (Change of Creditor) of the Intercreditor Agreement as a Lender Creditor,</p> <p><b>"Lender Finance Documents"</b> means the Credit Agreement, each Security Document, the Intercreditor Agreement, each accession document substantially in the form set out in Schedule 7 to the Credit Agreement (or such other form as the Facility Agent approves), each Resignation Letter, the Utilisation Request and the Agency Fees Letter any accession document entered into in connection with the Intercreditor Agreement and any other document designated as a "Finance Document" by the Facility Agent and the Borrower,</p> <p><b>"New Shares"</b> means any and all shares in the Company other than those at the time already pledged for the benefit of the Pledgee, whether newly created or acquired from any third party,</p> <p><b>"Note Purchase Agreement"</b> means the note purchase agreement entered into on 23 April 2010 between the Borrower, the guarantors thereunder and the purchasers named therein,</p> <p><b>"Noteholder Creditors"</b> means, subject to Clause 34 3 (Change of Creditor) of the Intercreditor Agreement, each Noteholder Creditor named in Part C of Schedule 1 to the Intercreditor Agreement and any other person who accedes to the Intercreditor Agreement in accordance with Clause 34 3 (Change of Creditor) of the Intercreditor Agreement as a Noteholder Creditor,</p> <p><b>"Noteholder Finance Documents"</b> means the Note Purchase Agreement, each Security Document, the Intercreditor Agreement, each accession document in the form of Exhibit 1-F to the Note Purchase Agreement, each Resignation Letter, and any accession document entered into in connection with the Intercreditor Agreement and any other document designated as a "Finance Document" by the Required Holders and the Borrower,</p>	

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## Particulars of a mortgage or charge

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Amount secured	<p>Form MG01- continuation page 7 of 9 Technicolor Europe Limited (company number 05516967)</p> <p><b><u>Definitions continued.</u></b></p> <p><b>"Notes"</b> means the notes issued and sold by the Borrower pursuant to the Note Purchase Agreement,</p> <p><b>"Obligor"</b> means the Borrower and any Guarantor,</p> <p><b>"Parallel Obligations"</b> means the undertaking by each Debtor to pay to the Security Agent amounts equal to all present and future amounts owing by such Debtor to a Primary Secured Creditor under any Finance Document or any Hedging Agreement as and when the same fall due for payment thereunder,</p> <p><b>"Person"</b> means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or governmental authority,</p> <p><b>"Pledge"</b> means the registered pledge established by the Pledgor pursuant to the Security Agreement for the benefit of the Pledgee on the Pledged Shares,</p> <p><b>"Pledged Shares"</b> means all shares in the Company held by the Pledgor and pledged pursuant to the Security Agreement for the benefit of the Pledgee (such shares described in detail on a continuation page hereof),</p> <p><b>"Pledge Law"</b> means the Act on Registered Pledge and Pledge Registry of 6 December 1996 (Journal of Laws No 149, item 703) of Poland, as amended,</p> <p><b>"Primary Secured Creditors"</b> means, at any time, the Security Agent, the Facility Agent, the Calculation Agent, the Senior Creditors, and each Senior Subordinated Refinancing Creditor Agent (Appointed) and the Senior Subordinated Refinancing Creditors (in the case of each Senior Subordinated Refinancing Creditor Agent (Appointed) and the Senior Subordinated Refinancing Creditors, to the extent their Senior Subordinated Refinancing Creditor Agent Liabilities or Senior Subordinated Refinancing Liabilities, as applicable, are secured by the Security at that time),</p> <p><b>"Required Holders"</b> means, at any time, the holders of at least 50 1% in principal amount (in Euro Equivalent) of the Notes at the time owing (exclusive of Notes then owned by the Borrower or any of its Affiliates) subject to Section 20 02 (Non-responding Holders of Notes) and Section 20 03 (Additional Provisions Relating to Consents, Waivers and Amendments) of the Note Purchase Agreement. In connection with any request by the Borrower for the consent of holders of Notes under the Note Purchase Agreement, the Euro Equivalent of any principal amount will be determined as of the Business Day preceding the date of such request by the Borrower. In connection with any action or decision of the holders of Notes taken other than pursuant to a request by the Borrower, the Euro Equivalent of any principal amount will be determined as of the Business Day preceding the date such action or decision is taken by the holders of Notes,</p>	

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## Particulars of a mortgage or charge

4	<b>Amount secured</b> Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Form MG01- continuation page 8 of 9 Technicolor Europe Limited (company number 05516967)</p> <p><b><u>Definitions continued:</u></b></p> <p><b>"Resignation Letter"</b> means a letter substantially in the form set out in the Intercreditor Agreement,</p> <p><b>"Security"</b> means any Security Interest created under or pursuant to a Security Document,</p> <p><b>"Security Agent"</b> means the Pledgee or a successor person appointed in accordance with the Intercreditor Agreement,</p> <p><b>"Security Document"</b> means the documents specified in Schedule 7 to the Intercreditor Agreement (including the Security Agreement) and any other document entered into from time to time providing for a guarantee or Security Interest in favour of the Senior Creditors (or in favour of the Security Agent on behalf of the Senior Creditors) and, in certain circumstances, in favour of some or all of the Senior Subordinated Refinancing Creditors (or in favour of the Security Agent on behalf of such Senior Subordinated Refinancing Creditors) in respect of the obligations of one or more Obligors under the Finance Documents and/or the Hedging Agreements and/or Senior Subordinated Refinancing Documents,</p> <p><b>"Security Interest"</b> means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect and includes any type of security (sûreté réelle) and transfer by way of security,</p> <p><b>"Senior Creditors"</b> means the Lender Creditors, the Hedging Lenders and the Noteholder Creditors,</p> <p><b>"Senior Subordinated Refinancing Creditor"</b> means, subject to Clause 34 3 (Change of Creditor) of the Intercreditor Agreement, any person who accedes to the Intercreditor Agreement under Clause 34 3 (Change of Creditor) or Clause 34 9 (Senior Subordinated Refinancing Creditor) of the Intercreditor Agreement as a Senior Subordinated Refinancing Creditor,</p> <p><b>"Senior Subordinated Refinancing Creditor Agent (Appointed)"</b> means, in respect of a particular class or tranche of Senior Subordinated Refinancing Indebtedness, a trustee or other representative duly appointed under a Senior Subordinated Refinancing Document in connection with such class or tranche of Senior Subordinated Refinancing Indebtedness that has executed and delivered an Accession Document in accordance with the Intercreditor Agreement,</p> <p><b>"Term A1 Facility"</b> means the term loan facility denominated in euro to be made available by the Term A1 Lenders under paragraph (a) of Clause 2 1 (<i>Facilities</i>),</p> <p><b>"Term A2 Facility"</b> means the term loan facility denominated in US dollars to be made available by the Term A2 Lenders under paragraph (b) of Clause 2 1 (<i>Facilities</i>),</p> <p><b>"Term B1 Facility"</b> means the term loan facility denominated in euro to be made available by the Term B1 Lenders under paragraph (c) of Clause 2 1 (<i>Facilities</i>),</p> <p><b>"Term B2 Facility"</b> means the term loan facility denominated in US dollars to be made available by the Term B2 Lenders under paragraph (d) of Clause 2 1 (<i>Facilities</i>),</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Form MG01- continuation page 9 of 9 Technicolor Europe Limited (company number 05516967)</p> <p><b><u>Definitions continued:</u></b></p> <p><b>"Senior Subordinated Refinancing Creditor Agent Liabilities"</b> means all present and future liabilities and obligations, actual and contingent, of any Debtor to any Senior Subordinated Refinancing Creditor Agent (Appointed) under the relevant Senior Subordinated Refinancing Documents,</p> <p><b>"Senior Subordinated Refinancing Documents"</b> means the Intercreditor Agreement and documents setting forth the terms and conditions of, or otherwise directly related to, any Senior Subordinated Refinancing Indebtedness or a Security Interest related thereto,</p> <p><b>"Senior Subordinated Refinancing Indebtedness"</b> means a class or tranche of Financial Indebtedness incurred by a Group Member and that is permitted under Clause 15 2(c)(xi) of the Credit Agreement and paragraph (c)(xi) of Part A of Schedule G to the Note Purchase Agreement,</p> <p><b>"Senior Subordinated Refinancing Liabilities"</b> means any and all present and future sums, liabilities and obligations (actual or contingent and whether incurred solely or jointly with any other person and whether as principal or surety) owing by any Group Member to any Senior Subordinated Refinancing Creditor in any currency under the Senior Subordinated Refinancing Documents together with all related Associated Liabilities</p> <p><b>"Settlement Date"</b> means 26 May 2010,</p> <p><b>"Subsidiary"</b> means, in relation to a person, an entity of which that person owns directly or indirectly more than 50% of the share capital thereof or whose board of directors or supervisory board that person directly or indirectly has the right to appoint,</p> <p><b>"Termination Date"</b> means the date on which the Secured Receivable has been duly satisfied in full or has expired in its entirety, subject to provisions of Sec 16 3 of the Security Agreement, as confirmed by the Pledgee to the Pledgor in accordance with provisions of Sec 16 2 of the Security Agreement,</p> <p><b>"Trade Instruments"</b> means any performance bonds, advance payment bonds or standby or documentary letters of credit issued in respect of the obligations of any Group Member (other than in respect of Financial Indebtedness listed in the paragraphs (a)-(f) and (h)-(k) of the definition thereof (in respect of paragraph (k), except as it relates to paragraph (g) of such definition)) arising in the ordinary course of business, and</p> <p><b>"Utilisation Request"</b> means the notice substantially in the form set out in Schedule 4 to the Credit Agreement</p>	



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

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

**COMPANY NO. 5516967  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN AGREEMENT ON REGISTERED  
PLEDGE AND CIVIL PLEDGE OVER SHARES DATED 26 MAY  
2010 AND CREATED BY TECHNICOLOR EUROPE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE LAW DEBENTURE TRUST CORPORATION  
P.L.C UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 3 JUNE 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2010**



*Companies House*  
— for the record —

LC  
5/7



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**