

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

511

Company number

5986996

038677/208

Name of company

\* Contender Online Limited (the "Company")

Date of creation of the charge

19 September 2008

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

Debenture dated 19 September 2008 and made between, inter alia, the Company as a Chargor and JPMorgan Bank N A (the "Debenture")

Amount secured by the mortgage or charge

The obligation of the Borrowers to make due and punctual payment of (i) principal of and interest on the Loans, the face amount of each Bankers' Acceptance, the Commitment Fees, any reimbursement obligations in respect of Letters of Credit and all other monetary obligations of the Borrowers to the Administrative Agent, the Sterling Agent, the Canadian Agent, the Issuing Bank or any Lender under this Credit Agreement, the Notes, any other Fundamental Document or the Fee Letter, (ii) all amounts payable by the Borrowers to any Lender under any Currency Agreement or Interest Rate Protection Agreement, provided that the Administrative Agent shall have received written notice thereof within ten (10) business days after execution of such Currency Agreement or Interest Rate Protection Agreement and (iii) amounts payable to JPMorgan Chase Bank, N A or any of its Affiliates in connection with any bank account maintained by the Borrowers or any other Credit Party at JPMorgan Chase Bank, N A or any such Affiliate or any other banking services provided to the Borrowers or any other Credit Party by JPMorgan Chase Bank, N A or any such Affiliate

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

JPMorgan<sup>CHASE</sup> Bank N A as Administrative Agent (the "Administrative Agent")  
131 South Dearborn, 6th Floor, Chicago, Illinois

(CONFIRMED BY GMAIL)

Postcode 60603-5506

Presenter's name address and reference (if any)

Baker & McKenzie LLP  
100 New Bridge Street  
London  
EC4V 6JA  
Ref 39201555-10/KMMM  
LONDOCS\2917198

Time critical reference

For official Use (06/2008)  
Mortgage Section

GMAIL  
REC'D



PG70100D  
PMO 06/10/2008 412  
COMPANIES HOUSE  
A5USB3N2  
03/10/2008 19  
COMPANIES HOUSE  
A36

Short particulars of all the property mortgaged or charged

See Part II of the attached Schedule

NB The attached Schedule contains covenants by and restrictions on the Company which protect and further define the charges and which must be read as part of the charges created

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Baker & McKenzie LLP*

Date

*2/10/08*

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

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

† delete as appropriate

Notes

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

**SCHEDULE TO FORM 395**

**relating to the Debenture**

**dated 19 September 2008**

**(the "Debenture")**

**Part I**

**Definitions**

In addition to terms defined elsewhere in this Form, the following terms have the following meanings in this Form and Schedule

<b>"Account"</b>	means any account specified in Part XI of this Schedule and any other account opened or maintained by any Chargor with the Administrative Agent or any other bank or financial institution and all Related Rights and any replacement account or subdivision or sub-account of that account
<b>"Account Control Agreement"</b>	means an Account Control Agreement among the Administrative Agent, a Credit Party and a bank at which such Credit Party maintains a bank account
<b>"Affiliate"</b>	means any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, another Person For purposes of this definition, a Person shall be deemed to be "controlled by" another Person if such latter Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such controlled Person whether by contract or otherwise
<b>"Agent Collection Account"</b>	means the US Dollar collection account, the Sterling collection account, the Euro collection account, the Canadian Dollar collection account and any other collection account established pursuant to Section 9.5 of the Credit Agreement and maintained with the Administrative Agent or any of its Affiliates
<b>"Banker's Acceptance"</b>	means a bill of exchange, denominated in Canadian Dollars, drawn by a Borrower and accepted by a Lender pursuant to Section 2.9 of the Credit Agreement Bankers' Acceptances shall include Discount Notes as set forth in Section 2.9(p) of the Credit Agreement
<b>"Borrowers"</b>	means, jointly and severally, the US Borrower, the UK Borrower and the Canadian Borrower
<b>"Canadian Agent"</b>	means JPMorgan Chase Bank, N A , Toronto Branch
<b>"Canadian Borrower"</b>	means 4384768 Canada Inc

<b>"Canadian Credit Parties"</b>	means the Canadian Borrower and the Canadian Guarantors
<b>"Canadian Guarantors"</b>	means all of the Guarantors which are organized under the laws of Canada or any province or territory thereof
<b>"Canadian Structure Subsidiaries"</b>	means (a) 6972501 Canada, (b) the Canadian Borrower, (c) 4414586 Canada Inc and (d) any other Person that is (i) organized under the laws of Canada or any province thereof specifically in order to comply with Canadian ownership and/or control laws, rules or regulations and (ii) together with a Credit Party, co-owns a Credit Party; and (e) any other Person that is (i) organized under the laws of Canada or any province thereof, and (ii) co-owned by a Credit Party and a Person that is a Canadian Structure Subsidiary under (c) and (d) above
<b>"Capital Leases"</b>	means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee which, in accordance with IFRS, is or should be accounted for as a capital lease on the balance sheet of that Person
<b>"Cash Collateral Accounts"</b>	means a collateral account in the name of the US Borrower into which the appropriate Credit Parties shall from time to time deposit U.S. Dollars, a collateral account in the name of the UK Borrower into which the appropriate Credit Parties shall from time to time deposit Sterling, a collateral account in the name of the Canadian Borrower into which the appropriate Credit Parties shall from time to time deposit Canadian Dollars and a collateral account in the name of the U.K. Borrower into which the appropriate Credit Parties shall from time to time deposit Euros, in each case pursuant to the express provisions of this Credit Agreement requiring or permitting such deposits
<b>"Charged Property"</b>	means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Administrative Agent by or pursuant to the Debenture (and references to the Charged Property shall include references to any part of it)
<b>"Chargor"</b>	means the companies listed in the Debenture as Chargors (including the Company)
<b>"Closing Date"</b>	means the date on which the conditions precedent set forth in Section 4.1 of the Credit Agreement have been satisfied or waived
<b>"Collateral Rights"</b>	means all rights, powers and remedies of the Administrative Agent provided by or pursuant to the Debenture or by law

<b>"Collection Account"</b>	means the Agent Collection Accounts and any other collection account established pursuant to Section 9 5 of the Credit Agreement and maintained with a Collection Bank
<b>"Collection Bank"</b>	means any bank (other than the Administrative Agent) at which a Credit Party maintains a deposit account for the collection of receivables as permitted under Section 6 15 of the Credit Agreement, and that is a party to a Sweep Agreement or, after repayment in full of the Loans used to repay the Dutch Acquisition Debt, an Account Control Agreement
<b>"Commitment"</b>	means the commitment of each Lender to make Loans to the Borrowers, participate in Letters of Credit and accept and discount Bankers' Acceptances from the Initial Date applicable to such Lender through the Commitment Termination Date up to an aggregate amount at any one time not in excess of the amount set forth (i) opposite its name under the column captioned "Commitment" in Schedule 1 1 to the Credit Agreement or (ii) in any applicable assignment and acceptance(s) to which it may be a party, as the case may be, as such amount may be reduced from time to time in accordance with the terms of the Credit Agreement
<b>"Commitment Fee"</b>	means the fee described in Section 2 13(a) of the Credit Agreement
<b>"Commitment Termination Date"</b>	means (i) September 18 2012 or (ii) such earlier date on which the Commitments shall terminate in accordance with Section 2 14 or Article 7 of the Credit Agreement
<b>"Credit Agreement"</b>	means the credit and guaranty agreement dated as of 19 September 2008 and made between (i) E-One UK Limited, Earl Street Capital, Inc and 4384768 Canada Inc as joint and several borrowers, (ii) the Guarantors referred to therein, (iii) the Lenders referred to therein, (iv) JPMorgan Chase Bank, N A , as Administrative Agent and as Issuing Bank, (v) J P Morgan Europe Limited, as Sterling Agent and (vi) JPMorgan Chase Bank, N A , Toronto branch, as Canadian Agent
<b>"Credit Parties"</b>	means each of the U S Credit Parties, the U K Credit Parties, the Canadian Credit Parties, the Dutch Guarantors, Entertainment One Ltd and Earl Street Finance Vagyonkezelő Korlátolt Felelősségű Társaság
<b>"Currency Agreement"</b>	means any foreign exchange contract, currency swap agreement, futures contract, option contract, synthetic cap or other similar agreement designed to protect a Credit Party against fluctuations in currency values.
<b>"Derivative Rights"</b>	means, in relation to any Shares or Investments, as the case may be

- (a) all dividends, interest, distributions and other income paid or payable on or in respect of those Shares or Investments,
- (b) all stocks, shares, securities or other property derived from those Shares or Investments,
- (c) all other allotments, accretions, rights, benefits and advantages of any kind accruing, offered or otherwise derived from or incidental to those Shares or Investments (whether by way of redemption, bonus, preference, option, substitution, conversion, exchange or otherwise), and
- (d) all other Related Rights in relation to those Shares or Investments

**"Discount Note"**

means a non-interest bearing promissory note denominated in Canadian Dollars and issued by a Borrower to a Lender that cannot or does not as a matter of policy issue bankers' acceptances

**"Distribution Agreements"**

means any and all agreements entered into by a Credit Party prior to or after the date of the Credit Agreement pursuant to which such Credit Party sells, leases, licenses or assigns distribution rights or other exploitation rights to any item of Product to an un-Affiliated Person, in each case as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time

**"Dutch Acquisition Debt"**

means all Indebtedness of the Credit Parties, a guaranty by the Dutch Guarantors of which would constitute unlawful financial assistance as contained in Section 2 98c and/or 2 207c of the Dutch Civil Code

**"Dutch Guarantors"**

means all of the Guarantors which are organized under the laws of The Netherlands

**"Equity Interests"**

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

**"Excluded Subsidiary"**

means

- (a) Soft Money Subsidiaries,
- (b) Seville Productions Inc. and Seville Productions (Dallaire) Inc ,
- (c) in the event the Marx Acquisition is consummated,

the Marx Companies other than Maximum Film Distribution Inc, Maximum Film International Inc, Oasis Pictures Inc and Oasis Productions LLC, and

(d) Non-Material Subsidiaries

**"Film Product"**

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

**"Film Product Rights"**

means, with respect to each item of Film Product, each and all of the following particular rights and properties (to the extent they are now owned or hereafter created or acquired by the Company)

- (i) all scenarios, screenplays and/or scripts at every stage thereof;
- (ii) all common law and/or statutory copyright and other rights in all literary and other properties (hereinafter called "said literary properties") which form the basis of such item of Film Product and/or which are or will be incorporated into such item of Film Product, all component parts of such item of Film Product consisting of said literary properties, all motion picture rights in and to the story, all treatments of said story and said literary properties, together with all preliminary and final screenplays used and to be used in connection with such item of Film Product, and all other literary material upon which such item of Film Product is based or from which it is adapted,
- (iii) all rights for all media in and to all music and musical compositions used and to be used in such item of Film Product, if any, including, each without limitation, all rights to record, rerecord, produce, reproduce or synchronize all of said music and musical compositions including

without limitation reuse fees, royalties and all other amounts payable to such music and musical compositions,

- (iv) all tangible personal property relating to such item of Film Product, including, without limitation, all exposed film, developed film, positives, negatives, prints, positive prints, answer prints, special effects, preparing materials (including interpositives, duplicate negatives, internegatives, color reversals, intermediates, lavenders, fine grain master prints and matrices, and all other forms of pre-print elements), sound tracks, cutouts, trims, master tapes and any and all other physical properties of every kind and nature relating to such item of Film Product whether in completed form or in some state of completion, and all masters, duplicates, drafts, versions, variations and copies of each thereof, in all formats whether on film, videotape, disk or other optical or electronic media or otherwise and all music sheets and promotional materials relating to such item of Film Product (collectively, within this definition, the "**Physical Materials**"),
- (v) all collateral, allied, subsidiary and merchandising rights appurtenant or related to such item of Film Product including, without limitation, the following rights all rights to produce remakes, sequels or prequels to such item of Film Product, based upon such item of Film Product, said literary properties or the theme of such item of Film Product and/or the text or any part of said literary properties, all rights throughout the world to broadcast, transmit and/or reproduce by means of television (including commercially sponsored, sustaining and subscription or "pay" television) or by streaming video or by other means over the internet or any other open or closed physical or wireless network or by any process analogous to any of the foregoing, now known or hereafter devised, such item of Film Product or any remake, sequel or prequel to the item of Film Product, all rights to produce primarily for television or similar use, a motion picture or series of motion pictures, by use of film or any other recording device or medium now known or hereafter devised, based upon such item of Film Product, said literary properties or any part thereof, including, without limitation, based upon any script, scenario or the like used in such item of Film Product, all merchandising rights including, without limitation, all rights to use, exploit and license others to use and exploit any and all commercial tie-ups of any kind arising out



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

- (vi) all statutory copyrights, domestic and foreign, obtained or to be obtained on such item of Film Product, together with any and all copyrights obtained or to be obtained in connection with such item of Film Product or any underlying or component elements of such item of Film Product, including, in each case without limitation, all copyrights on the property described in subparagraphs (i) through (v) inclusive, of this definition, together with the right to copyright (and all rights to renew or extend such copyrights) and the right to sue in the name of any of the Credit Parties for past, present and future infringements of copyright,
- (vii) all insurance policies and completion guaranties connected with such item of Film Product and all proceeds which may be derived therefrom,
- (viii) all rights to distribute, sell, rent, license the exhibition of and otherwise exploit and turn to account such item of Film Product, the Physical Materials, the motion picture rights in and to the story and/or other literary material upon which such item of Film Product is based or from which it is adapted, and the music and musical compositions used or to be used in such item of Film Product,
- (ix) any and all sums, proceeds, money, products, profits or increases, including money profits or increases (as those terms are used in the UCC, PPSA or otherwise) or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of such item of Film Product or any part of such item of Film Product, including, without limitation, all sums, proceeds, profits, products and increases, whether in money or otherwise, from the sale, rental or licensing of such item of Film Product and/or any of the elements of such item of Film Product including, without limitation, from collateral, allied, subsidiary and merchandising rights, and further including, without limitation, all monies

held in any Collection Account,

- (x) the dramatic, nondramatic, stage, television, radio and publishing rights, title and interest in and to such item of Film Product, and the right to obtain copyrights and renewals of copyrights therein,
- (xi) the name or title of such item of Film Product and all rights of such Credit Party to the use thereof, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or any other applicable statutes, common law, or other rule or principle of law,
- (xii) any and all contract rights and/or chattel paper which may arise in connection with such item of Film Product,
- (xiii) all accounts and/or other rights to payment which such Credit Party presently owns or which may arise in favor of such Credit Party in the future, including, without limitation, any refund or rebate in connection with a completion guaranty or otherwise, all accounts and/or rights to payment due from Persons in connection with the distribution of such item of Film Product, or from the exploitation of any and all of the collateral, allied, subsidiary, merchandising and other rights in connection with such item of Film Product,
- (xiv) any and all "general intangibles" (as that term is defined in the UCC or the PPSA) not elsewhere included in this definition, including, without limitation, any and all general intangibles consisting of any right to payment which may arise in connection with the distribution or exploitation of any of the rights set out herein, and any and all general intangible rights in favor of the Company for services or other performances by any third parties, including actors, writers, directors, individual producers and/or any and all other performing or nonperforming artists in any way connected with such item of Film Product, any and all general intangible rights in favor of the Company relating to licenses of sound or other equipment, or licenses for any photograph or photographic or other processes, and any and all general intangibles related to the distribution or exploitation of such item of Film Product including general intangibles related to or which grow out of the exhibition of such item of Film Product and the exploitation of any and all other rights in such item of Film Product set out in this definition,

- (xv) any and all goods including, without limitation, inventory (as that term is defined in the UCC or the Personal Property Security Act) which may arise in connection with the creation, production or delivery of such item of Film Product and which goods pursuant to any production or distribution agreement or otherwise are owned by the Company and equipment (as that term is defined in the UCC or the Personal Property Security Act),
- (xvi) all and each of the rights, regardless of denomination, which arise in connection with the acquisition, creation, production, completion of production, delivery, distribution, or other exploitation of such item of Film Product, including, without limitation, any and all rights in favor of the Company, the ownership or control of which are or may become necessary or desirable, in the opinion of the Administrative Agent, in order to complete production of such item of Film Product in the event that the Administrative Agent exercises any rights it may have to take over and complete production of such item of Film Product,
- (xvii) any and all documents issued by any pledgeholder or bailee with respect to such item of Film Product or any Physical Materials (whether or not in completed form) with respect thereto,
- (xviii) any and all Collection Accounts or other deposit or other accounts established by such Credit Party with respect to such item of Film Product,
- (xix) any and all rights of the Company under any Distribution Agreements relating to such item of Film Product, and
- (xx) any and all rights of the Company under contracts relating to the production or acquisition of such item of Film Product

**"Fundamental Document"**

means the Credit Agreement, the Notes, the Bankers' Acceptances, the security agreement, the pledgeholder agreements, the laboratory access letters, the copyright security agreements, the copyright security agreement supplements, the trademark security agreement, the account control agreements, the sweep agreements, the pledge agreement, the Debenture, the UK share charges, the Dutch security agreements, the Dutch share charges, the Ontario security agreement, the Quebec security documents, the Canadian pledge agreement, the Cayman Islands debenture, the Hungarian security agreements, the

Hungarian pledge agreement, the Jersey charge over bank accounts, the subordination agreement, the notices of assignment and irrevocable instruction, the contribution agreement, any instrument of assumption and joinder, UCC financing statements, PPSA financing statements and each of the agreements delivered pursuant thereto and any other ancillary documentation which is required to be or is otherwise executed by any Credit Party and delivered to the Administrative Agent in connection with the Credit Agreement or any of the documents listed above

**"Guarantors"**

means (i) each of the Borrowers, with respect to the Obligations of the other Borrowers and (ii) with respect to the obligations of all of the Borrowers, (A) Entertainment One Limited, ESF Kft, the Canadian Structure Subsidiaries and each of the direct and indirect wholly-owned Subsidiaries of Entertainment One, ESF Kft (other than the Borrowers), the Canadian Structure Subsidiaries and each of the Borrowers, as listed on Schedule 1.2 to the Credit Agreement, in each case other than Excluded Subsidiaries and (B) any other direct or indirect wholly-owned Subsidiary of Entertainment One Limited or any Canadian Structure Subsidiary acquired or created after the date hereof, which Subsidiary becomes a signatory to the Credit Agreement as a Guarantor as required by Section 5.16, provided, however, in the event a wholly-owned Subsidiary that is a Non-Material Subsidiary is no longer a Non-Material Subsidiary, such Subsidiary shall become a Guarantor pursuant to the terms hereof.

**"Indebtedness"**

shall mean (without double counting), at any time and with respect to any Person (i) indebtedness of such Person for borrowed money (whether by loan or the issuance and sale of debt securities) or the deferred purchase price of property or services purchased and other obligations for credit extended to such Person upon which interest charges are customarily paid by such Person (in each case other than amounts constituting trade payables arising in the ordinary course of business and consistent with past practice and industry custom), (ii) obligations of such Person (whether or not in respect of borrowed money) evidenced by bonds, notes, debentures or other similar instruments, (iii) obligations of such Person in respect of letters of credit, acceptance facilities, or drafts or similar instruments issued or accepted by banks and other financial institutions for the account of such Person, (iv) obligations of such Person under Capital Leases, (v) deferred payment obligations of such Person resulting from the adjudication or settlement of any litigation, and (vi) indebtedness of others of the type described in clauses (i), (ii), (iii), (iv) and (v) hereof which such Person has (a) directly or indirectly assumed or guaranteed in connection with a Guaranty or (b) secured by a Lien on the assets of such Person, whether or not such Person has assumed such indebtedness (provided, that if such Person has not

assumed such indebtedness of another Person then the amount of indebtedness of such Person pursuant to this clause (vi) for purposes of the Credit Agreement shall be equal to the lesser of the amount of the indebtedness of the other Person or the fair market value of the assets of such Person which secure such other indebtedness)

**"Initial Date"**

means (i) in the case of the Administrative Agent, the Sterling Agent, the Canadian Agent and the Issuing Bank, the date of the Credit Agreement, (ii) in the case of each Lender which is an original party to the Credit Agreement, the date of the Credit Agreement and (iii) in the case of any other Lender, the effective date of the assignment and acceptance pursuant to which it became a Lender

**"Insurance Policies"**

means any contracts and policies of insurance (other than a Third Party Liability Policy) in which the Company may from time to time have an interest (including any of the same specified in Part IX of this Schedule and all Related Rights

**"Intellectual Property"**

means any patents, trade marks, service marks, designs, trade names, business names, copyrights, design rights, moral rights, inventions, rights in confidential information, rights in know how and any other intellectual property rights and interests, whether registered or unregistered, tangible or intangible and foreign or domestic (including but not limited to all such rights in any Product, Music Product Rights, and Film Product Rights and any of the same specified in Part VI of this Schedule, together with the benefit of all rights to use or exploit any such assets (including any licences and sub-licences), all applications, and all rights to apply, for any such assets and all other Related Rights

**"Interest Rate Protection Agreement"**

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

**"Investments"**

means

(a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit) (but not including the Shares), and

(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments,

whether in bearer or registered form and all other interests in any person (including all Derivative Rights), whether any of the same are held directly by or to the order of the Company or are deposited with or registered in the name

of any trustee, fiduciary, depository, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee on behalf of the Company (in each case whether or not on a fungible basis) or whether the same have been delivered to or to the order of the Administrative Agent (or any of its nominees)

**"Issuing Bank"**

means JPMorgan Chase Bank, N A

**"Lender"**

means each Person identified as a "Lender" on the signature pages of the Credit Agreement, any assignee of a Lender pursuant to Section 11.3(b) of the Credit Agreement and their respective successors, and any additional financial institutions that may become a party to the Credit Agreement in connection with an increase in the aggregate size of the total commitments after the Closing Date

**"Letters of Credit"**

means a letter of credit issued by the Issuing Bank pursuant to Section 2.11 of the Credit Agreement and which, in the case of the UK Borrower, may be in the form of a guaranty in a form acceptable to the Issuing Bank

**"Loans"**

means the revolving loans made in accordance with Sections 2.1, 2.3, 2.5 and 2.7 of the Credit Agreement

**"Marx Acquisition"**

means the contemplated acquisition by the Credit Parties of all of the outstanding Equity Interests in each of the Marx Companies

**"Marx Companies"**

means each of Barna-Alper Productions, Inc., Maximum Film Distribution, Inc., Maximum Film International Inc., Blueprint Entertainment Corporation, Oasis Pictures Inc and their respective direct and indirect Subsidiaries

**"Master Recordings"**

means all master tapes (whether digital or analog) and every recording of sound (by any method and on any substance or material, now known or hereafter developed), whether or not coupled with a visual image, including all multitrack master tapes (including any eight (8), sixteen (16), twenty-four (24) and forty-eight (48) track master tapes and all two (2) track sequenced, fully-mixed, edited, equalized, leadered and mastered digital audio tapes and/or U-Matic 1630 tapes) and all acetates and metal or other equivalent parts or reproductions of such master tapes and recordings, and all other materials used or useful in the recording, production or manufacture of Records; provided, however, that digital back-ups and other duplications of original recordings shall not be deemed "Master Recordings"

**"Monetary Claim"**

means any book debt, other debt, receivable and monetary claim owing to the Company and any proceeds thereof (including any claim or sum of money deriving from or

relating to any Distribution Agreement, Intellectual Property, any Investments, the proceeds of any Insurance Policy, any court order or judgment, any pension fund, or any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company) and all Related Rights

**"Music Agreements"**

means all recording, production, publishing, distribution, license or other agreements pursuant to which a Credit Party acquires rights to Master Recordings, Musical Compositions or other Music Product

**"Music Product"**

means

- (i) Master Recordings,
- (ii) Musical Compositions,
- (iii) any and all appurtenant rights to the Master Recordings and Musical Compositions pursuant to the grant of rights under the applicable Music Agreements or otherwise (including, without limitation, with respect to videos, packaging, artwork and rights to use a recording artist or songwriter's name and likeness), and
- (iv) any Records on which any of the foregoing are embodied

**"Music Product Rights"**

means, with respect to each item of Music Product, each and all of the following particular rights and properties (to the extent they are now owned or hereafter created or acquired by such Credit Party).

- (i) all Musical Compositions and Master Recordings at every stage thereof,
- (ii) the name or title of such item of Music Product and all rights of the Company to the use thereof, including, without limitation, rights protected pursuant to trademark, service mark, unfair competition and/or any other applicable statutes, common law, or other rule or principle of law,
- (iii) all common law and statutory copyright and other rights in all Music Product and other musical and other properties (hereinafter collectively called "said musical properties") which form a part of, or are incorporated into, any item of Music Product (and the right to obtain copyrights and renewals of copyrights therein), all component parts of any item of Music Product consisting of said musical properties, all composition rights in and to the lyrics and music, all arrangements of said lyrics and music and said musical properties, together

with all preliminary and final lyrics and music used and to be used in connection with such item of Music Product, all rights with respect to Sound Recordings included in any Music Product and all other musical material incorporated into such item of Music Product,

- (iv) all rights for all media in such item of Music Product, including, each without limitation, all rights to record, re-record, orchestrate, re-orchestrate, rearrange, compile, produce, reproduce, synchronize, include in music videos or other audiovisual works such item of Music Product including without limitation reuse fees, royalties and all other amounts payable in connection with such item of Music Product,
- (v) all tangible personal property relating to such item of Music Product, including, without limitation, all Master Recordings, physical embodiments of Musical Compositions, Records and any and all other physical properties of every kind and nature relating to such item of Music Product whether in completed form or in some state of completion, and all masters, duplicates, drafts, versions, variations and copies of each thereof, in all formats whether on digital compact cassette tapes, analog cassettes, audio tapes, digital audio tapes, compact discs, videodiscs, minidiscs, vinyl records, CD-ROM, CD-I, CD Plus, SACD and DVD-Audio recordings, MP3, music video, DVD or other aural, audiovisual or electronic media or otherwise and all music sheets and promotional materials relating to such item of Music Product, any equipment on which any Music Product is stored electronically or otherwise and all inventories of Records and Music Product (collectively, in this definition, the "Physical Materials"),
- (vi) all collateral, allied, subsidiary and merchandising rights appurtenant or related to such item of Music Product including, without limitation, the following rights all rights to produce reissues or rearrangements of such item of Music Product, all rights throughout the world to broadcast, transmit and/or reproduce by means of radio, television (including commercially sponsored, sustaining and subscription or "pay" radio or television) or by streaming audio or by other means over the internet or any other open or closed physical or wireless network or by any process analogous to any of the foregoing, now known or hereafter devised, such item of Music Product or any remake or rearrangement of such item of Music Product, all merchandising rights including,



without limitation, all rights to use, exploit and license others to use and exploit any and all commercial tie-ups of any kind arising out of or connected with such item of Music Product, the title or titles of such item of Music Product, the said musical or audiovisual properties and including further, without limitation, any and all commercial exploitation in connection with or related to such item of Music Product, any remake or rearrangement thereof and/or said musical or audiovisual properties,

- (vii) the right to sue in the name of the Company for past, present and future infringements of copyright,
- (viii) all insurance policies connected with such item of Music Product and all proceeds which may be derived therefrom,
- (ix) all rights to distribute, sell, rent, license the broadcast of and otherwise exploit and turn to account such item of Music Product,
- (x) any and all sums, proceeds, money, products, profits or increases, including money profits or increases (as those terms are used in the UCC, PPSA or otherwise) or other property obtained or to be obtained from the distribution, broadcast, sale or other uses or dispositions of such item of Music Product or any part of such item of Music Product, including, without limitation, all sums, proceeds, profits, products and increases, whether in money or otherwise, from the sale, rental or licensing of such item of Music Product and/or any of the elements of such item of Music Product including, without limitation, from collateral, allied, subsidiary and merchandising rights, and further including, without limitation, all monies or other investment property held in any Collection Account (including, without limitation, the Cash Collateral Accounts),
- (xi) all the dramatic, nondramatic, film, stage, television, radio and publishing rights in and to such item of Music Product (whether arising under copyright, contract or otherwise),
- (xii) any and all contract rights and/or chattel paper which may arise in connection with such item of Music Product,
- (xiii) all accounts and/or other rights to payment which the Company presently owns or which may arise in favor of such Credit Party in the future, including,

without limitation, any refund or rebate, all accounts and/or rights to payment due from Persons in connection with the distribution of such item of Music Product, or from the exploitation of any and all of the collateral, allied, subsidiary, merchandising and other rights in connection with such item of Music Product,

- (xiv) any and all "general intangibles" (as that term is defined in the UCC or the Personal Property Securities Act) not elsewhere included in this definition, including, without limitation, any and all payment intangibles consisting of any right to payment which may arise in connection with the distribution or exploitation of any of the rights set out herein, and any and all general intangible rights in favor of such Credit Party for services or other performances by any third parties, including recording artists, composers, lyricists, recording engineers, individual producers and/or any and all other performing or nonperforming artists in any way connected with such item of Music Product, any and all general intangible rights in favor of such Credit Party relating to licenses of sound or other equipment, or licenses for any phonograph, phonographic or audiovisual products or other processes, and any and all general intangibles related to the distribution or exploitation of such item of Music Product including general intangibles related to or which grow out of the broadcast of such item of Music Product and the exploitation of any and all other rights in such item of Music Product set out in this definition;
- (xv) any and all goods including, without limitation, "inventory" (as that term is defined in the UCC or the PPSA) which may arise in connection with the creation, production or delivery of such item of Music Product and which goods pursuant to any production or distribution agreement or otherwise are owned by the Company,
- (xvi) all and each of the rights, regardless of denomination, which arise in connection with the acquisition, creation, recording, production, completion of production, delivery, distribution, or other exploitation of such item of Music Product, including, without limitation, any and all rights in favor of the Company, the ownership or control of which are or may become necessary or desirable, in the opinion of the Administrative Agent, in order to complete recording or production of such item of Music Product in the event that the Administrative Agent exercises any rights it may have to take over and complete recording or

production of such item of Music Product;

- (xvii) any and all Collection Accounts or other deposit or other accounts established by the Company with respect to such item of Music Product,
- (xviii) any and all rights of the Company under any Music Agreements, and
- (xix) any and all rights of the Company under contracts relating to the production or acquisition of such item of Music Product, including but not limited to, all Music Agreements and other contracts to which the Company is a party

**"Musical Compositions"**

means that portion of all right, title and interest in and to any musical compositions (whether published or unpublished, registered or unregistered), which is owned by or licensed to a Credit Party, including without limitation, all rights to (i) the exploitation thereof in the form of sheet music, orchestrations, folios, compilations, songbooks and other forms of print, (ii) the exploitation thereof as embodied in Records, (iii) the inclusion of performances thereof in motion pictures, videotapes and other audiovisual works and (iv) the granting to third parties of the right to perform such musical compositions publicly, world-wide

**"Non-Material Subsidiaries"**

means, at any date of determination, each direct or indirect Subsidiary of Entertainment One Ltd (i) having assets with an aggregate book value of less than US\$100,000, and (ii) in the case of such Subsidiaries as of the date of the Credit Agreement, which are listed on Schedule 1 3 to the Credit Agreement, provided, however, that 3329813 Nova Scotia Limited shall cease to be a Non-Material Subsidiary upon acquiring any Equity Interests in 6972501 Canada that are not cancelled within ten (10) days of such acquisition

**"Notes"**

a promissory note evidencing the Loans made by a Lender

**"Obligations"**

means the obligation of the Borrowers to make due and punctual payment of (i) principal of and interest on the Loans, the face amount of each Bankers' Acceptance, the Commitment Fees, any reimbursement obligations in respect of Letters of Credit and all other monetary obligations of the Borrowers to the Administrative Agent, the Sterling Agent, the Canadian Agent, the Issuing Bank or any Lender under the Credit Agreement, the Notes, any other Fundamental Document or the Fee Letter, (ii) all amounts payable by the Borrowers to any Lender under any Currency Agreement or Interest Rate Protection Agreement, provided that the Administrative Agent shall have received written notice thereof within ten (10) business days after execution of such Currency Agreement or Interest Rate Protection Agreement and (iii) amounts

payable to JPMorgan Chase Bank, N A or any of its Affiliates in connection with any bank account maintained by the Borrowers or any other Credit Party at JPMorgan Chase Bank, N A or any such Affiliate or any other banking services provided to the Borrowers or any other Credit Party by JPMorgan Chase Bank, N A or any such Affiliate

**"Permitted Encumbrance"**

means Liens permitted under Section 6.2 of the Credit Agreement

**"Person"**

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

**"Physical Product"**

means, with respect to Film Product, the meaning given to such term in paragraph (iv) of the definition of "Film Product Rights" in Part I of this Schedule, and with respect to Music Product, the meaning given to such term in paragraph (v) of the definition of "Music Product Rights" in Part I of this Schedule

**"Product"**

means any and all items of Film Product and any and all items of Music Product

**"Real Property"**

means

- (a) any freehold, leasehold or immovable property wherever located, and
- (b) any buildings, fixtures and fittings (including trade fixtures and fittings) and fixed plant or machinery from time to time situated on or forming part of such freehold, leasehold or immovable property,

and all Related Rights

**"Records"**

means all forms of reproductions, transmissions, combinations of tracks or communications of Master Recordings, of any kind, nature or description, now known or hereafter devised, manufactured, distributed, transmitted or communicated on or at or through any medium or device primarily for home use, school use, juke box use, or use in any means of transportation, including records of sound alone and audiovisual records (including music videos and DVD), digital compact cassette tapes, analog cassettes, audio tapes, digital audio tapes, compact discs, videodiscs, minidiscs, vinyl records, SACD, DVD-Audio and CD-ROM, CD I and CD Plus recordings. For the avoidance of doubt, "Records" shall include the transmission or communication of a Master Recording directly to the consumer regardless of whether previously or subsequently embodied in a physical record

	configuration by any Person
<b>"Related Rights"</b>	means, in relation to any asset <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of that asset,</li> <li>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</li> <li>(c) all rights, benefits, claims, contracts, warranties, covenants for title, negotiable and non-negotiable instruments, guarantees, indemnities, security, liens, reservation of proprietary rights, rights of tracing or remedies in respect of that asset, and</li> <li>(d) any monies and proceeds paid or payable in respect of that asset and, in the case of an Account, any credit balance from time to time on that Account</li> </ul>
<b>"Secured Parties"</b>	means each of the Lenders, the Administrative Agent, the Issuing Bank, the Sterling Agent and the Canadian Agent, and their respective successors and assigns
<b>"Shares"</b>	means all of the shares in any member of the Group incorporated in England and Wales held by, to the order of, or on behalf of, the Company at any time (including any of the same specified in Part VII of this Schedule)
<b>"Soft Money Subsidiaries"</b>	means, at any date of determination, each direct or indirect Subsidiary of Entertainment One Ltd that is (i) a special purpose entity formed for the sole purpose of tax planning or other "soft money" financing and (ii) in the case of such Subsidiaries as of the date of the Credit Agreement, listed in Schedule 1 4 to the Credit Agreement
<b>"Sound Recordings"</b>	shall mean all sound recordings (whether published or unpublished, registered or unregistered, presently existing or created or acquired in the future), including sound recordings embodied on Records, with respect to which a Credit Party now or in the future has any ownership interest or distribution right or which a Credit Party otherwise control
<b>"Sterling Agent"</b>	means J P Morgan Europe Limited
<b>"Subsidiary"</b>	means with respect to any Person, any corporation, association, joint venture, partnership, limited liability company or other business entity (whether now existing or hereafter organized) of which at least a majority of the voting stock or other ownership interests having ordinary voting power for the election of directors (or the equivalent) is, at the time as of which any determination is being made, owned or controlled by such Person or one or more subsidiaries of such Person or by such Person and

one or more subsidiaries of such Person Notwithstanding the foregoing, for purposes of the Credit Agreement, Canadian Structure Subsidiaries and their Subsidiaries shall be deemed to be Subsidiaries of Entertainment One Ltd

**"Sweep Agreement"**

means in respect of any deposit account of a Credit Party, an Account Control Agreement that provides for daily (or, if approved by the Administrative Agent, weekly) sweeps to a Collection Account of all amounts deposited in such accounts until the Loans used to repay the Dutch Acquisition Debt are repaid in full

**"Tangible Moveable Property"**

means any plant, machinery, office equipment, computers, vehicles, every tangible item of Product and other chattels (excluding any for the time being forming part of the Company's stock-in-trade or work-in-progress) and all Related Rights

**"Third Party Liability policy"**

means a contract or policy of insurance the main purpose of which is to insure the policyholder against liabilities which it may incur to third parties

**"Total Commitments"**

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

**"U.K. Borrower"**

means E-One UK Limited

**"U.K. Credit Parties"**

means the UK Borrower and all of the Guarantors which are organized under the laws of England and Wales

**"U.S. Borrower"**

means Earl Street Capital, Inc

**"U.S. Credit Parties"**

means the U S Borrower and all of the Guarantors which are organized under the laws of any jurisdiction in the United States

**Part II**  
**Particulars of Property Charged**

- 1 By Clause 3 1 (*Fixed Charges*) of the Debenture, the Company charged with full title guarantee in favour of the Administrative Agent (as security trustee for the Secured Parties) as security for the payment and discharge of the Obligations, by way of first fixed charge (which so far as it relates to Real Property in England and Wales vested in the Company at the date of this Debenture shall be a charge by way of first legal mortgage), all the Company's right, title and interest from time to time in and to each of the following assets
  - (a) the Real Property,
  - (b) the Tangible Moveable Property (other than any Tangible Moveable Property which is otherwise subject to a legal mortgage pursuant to the Debenture),
  - (c) the Intellectual Property,
  - (d) any goodwill and rights in relation to the uncalled capital of such Chargor,
  - (e) the Shares and all Derivative Rights,
  - (f) the Investments, and
  - (g) the Monetary Claims (other than any Monetary Claims which are otherwise subject to a fixed charge or an assignment (at law or in equity) pursuant to the Debenture)
2. By Clause 3 2 (*Assignments*) of the Debenture the Company assigned absolutely with full title guarantee to the Administrative Agent (as security trustee for the Secured Parties) as security for the payment and discharge of the Obligations all the Company's:
  - (a) right, title and interest from time to time in and to the proceeds of the Insurance Policies and all Related Rights,
  - (b) right, title and interest from time to time in the Distribution Agreements,
  - (c) rights and claims in relation to any Monetary Claims, and
  - (d) to the extent not charged under Clause 3 1 (*Fixed Charges*) of the Debenture, all of its present and future Intellectual Property
- 3 By Clause 3.4 (*Floating Charge*) of the Debenture, the Company charged with full title guarantee in favour of the Administrative Agent (as security trustee for the Secured Parties) as security for the payment and discharge of the Obligations, by way of first floating charge, the whole of the Company's undertaking and all its assets, whatsoever and wheresoever, both present and future, other than any assets validly and effectively charged by way of first fixed security pursuant to Clause 3 1 (*Fixed Charges*) of the Debenture or assigned by way of security pursuant to Clause 3 2 (*Assignments*) of the Debenture
- 4 By Clause 4 1 (*Crystallisation by Notice*) of the Debenture, the Administrative Agent may at any time by notice in writing to the Company convert the floating charge created by Clause 3 4 (*Floating Charge*) of the Debenture into a fixed charge as regards all or any part of the Charged Property of the Company specified in that notice if
  - (a) an event of default under the Credit Agreement has occurred and is continuing, or
  - (b) the Administrative Agent reasonably considers it desirable to do so in order to protect or preserve the security created by or pursuant to the Debenture over the relevant Charged Property and/or its priority
- 5 By Clause 4 2 (*Crystallisation Automatic*) of the Debenture
  - (a) If

- (i) the Company takes any step to create any Lien (other than a Permitted Encumbrance) over any of the Charged Property not subject to a fixed charge or an assignment or takes any step to dispose of or deal with any such Charged Property otherwise than in accordance with the terms of the Debenture, or
- (ii) any person takes any step to levy any expropriation, attachment, sequestration, distress, execution or other legal process against any such Charged Property,

the floating charge created by Clause 3 4 (*Floating Charge*) of the Debenture shall automatically (without notice) and with immediate effect be converted into a fixed charge over such Charged Property

(b) If

- (i) a resolution is passed or an order is made for the winding-up, dissolution or re-organisation of any Chargor,
- (ii) any administrator is appointed in respect of any Chargor or an order is made for the administration of any Chargor, or
- (iii) any meeting of the directors of any Chargor is convened for the purpose of considering any resolution for the administration of, or the appointment of an administrator in respect of, any Chargor,

or any analogous procedure or step is taken in any jurisdiction, then, without prejudice to any law which may have a similar effect, the floating charge created by or pursuant to Clause 3 4 (*Floating Charge*) of the Debenture shall automatically (without notice) and with immediate effect be converted into a fixed charge over all of the Charged Property previously subject to that floating charge

- 6 By Clause 6 1 (*Continuing Security*) of the Debenture, the security created by or pursuant to the Debenture is a continuing security and will extend to the ultimate balance of sums payable by any Chargor in respect of the Obligations, regardless of any intermediate payment or discharge in whole or in part



## Part III

### Covenants and Restrictions

- 1 By Clause 5 3 (Legal Mortgage in respect of After-Acquired Real Property) of the Debenture, the Company shall in respect of any Real Property which it acquires after the date of the Debenture, promptly and at its own expense execute and deliver to the Administrative Agent a valid legal mortgage (in form and substance satisfactory to the Administrative Agent) in respect of such Real Property in favour of the Administrative Agent (as security trustee for the Secured Parties) as security for the payment and discharge of the Obligations (subject to obtaining any necessary consent to such legal mortgage from any third party)
2. By Clause 6 1 (*General Further Assurance*) of the Debenture, the Company shall promptly and at its own expense execute all such documents (including assignments, transfers, conveyances, mortgages or assurances (whether in favour of the Administrative Agent or any of its nominees)) and do all such acts and things (including making any filings or registrations and/or giving any notices, orders, directions or instructions) as the Administrative Agent may require (and in form and substance satisfactory to the Administrative Agent)
  - (a) to perfect or protect the security created (or intended to be created) by the Company pursuant to the Debenture (including, without limitation, the execution by the Company of a mortgage, charge or other document over all or any of the assets constituting (or intended to constitute) Charged Property of the Company) and/or to perfect or protect the priority of such security,
  - (b) to confer on the Administrative Agent security over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred on the Administrative Agent by or pursuant to the Debenture,
  - (c) to facilitate the realisation of the Charged Property of the Company, and/or
  - (d) to exercise the Collateral Rights
- 3 By Clause 6 2 (*Necessary Action*) of the Debenture, the Company shall take all such action as is available to it (including making all filings and registrations and/or giving any notices, orders, directions or instructions) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred (or intended to be conferred) on the Administrative Agent by or pursuant to the Debenture and/or the priority of any such security
- 4 By Clause 8 2 (*Negative Pledge*) of the Debenture, the Company shall not, for so long as any Obligations are or may become payable, create or permit to subsist any Lien (other than a Permitted Encumbrance) over all or any part of the Charged Property or do anything else prohibited by Section 6 2 (*Limitations on Liens*) of the Credit Agreement
- 5 By Clause 8 3 (*Disposals*) of the Debenture, the Company shall not, for so long as any Obligations are or may become payable, except as permitted by the Credit Agreement
  - (a) whether by a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary), sell, lease, license, assign, transfer or otherwise dispose of any asset (other than trading stock which is sold on arm's length terms in

the ordinary course of the Company's trading and for the purpose of carrying on the Company's business), or

- (b) without limiting and in addition to paragraph (a) above
  - (i) execute any transfer, assignment or other disposition of all or any part of the Charged Property or create any legal or equitable estate or other interest in, or over, or otherwise relating to, the Charged Property,
  - (ii) lend any Shares to any person, or
  - (iii) agree or purport to do any of the foregoing

**Part V**

**Shares**

<b>Chargor</b>	<b>Details of company in which shares are held</b>	<b>Number of issued shares</b>	<b>Share certificate number(s)</b>	<b>Description of issued shares (par value etc)</b>
E-One UK Limited	Contender Limited	102,400 ordinary A shares 60,813 ordinary B shares 22,420 ordinary C shares 4,000 ordinary D shares	57 58 59 60	102,400 ordinary A shares of £0 25 each 60,813 ordinary B shares of £1 each 22,420 ordinary C shares of £1 each 4,000 ordinary D shares of £1 each
Contender Limited	Rubber Duck Entertainment Limited	1 share	3	1 share of £1
Contender Limited	Contender Entertainment Limited	1 share	1	1 share of £1
Contender Limited	Medusa Communications and Marketing Limited	100 A shares 5 B shares	7 8	100 A shares of £1 each 5 B shares of £1 each
Contender Limited	Contender Online Limited	1,000 shares	1	1,000 shares of £1 each
Contender Limited	Film Resources Limited	100 ordinary shares	3	100 ordinary shares of £1 each

## Part VI

### Details of Insurance Policies

Chargor	Insurer (name, address)	Policy number	Brief description of policy and insured risks	Reinstatement value	Renewal date
Contender Limited	Hiscox Insurance Company Limited	HU P16 1338660(124)	Office Combined Policy providing for material damage cover for general office contents, business interruption cover, money cover, personal accident cover, employers' liability cover, public and/or product liability cover, material damage cover for property away from premises, directors and officers liability cover	£146,000	4 April 2009

## Part VII

### Details of Distribution Agreements

<b>Chargor</b>	<b>Counterparty</b>	<b>Date</b>	<b>Description</b>
Contender Entertainment Limited	Kudos Rights Limited	5 February 2008	Spooks 7 License Agreement
Contender Ltd	Redhead Films Ltd	17 July 2008	Under the Mountain International Multiple Rights Deal Memo – Basic Licence and Financial Terms
Contender Limited	Independent Film Sales Limited	14 May 2008	Mr Nice Distribution Deal Memo
Contender Entertainment Limited	Hanway Films Ltd	6 March 2008	Eddie the Eagle Distribution Deal Memo
Contender Entertainment Limited	Hanway Films Ltd	6 March 2008	Franklyn Distribution Deal Memo
Contender Entertainment Limited	Kudos Rights Limited	18 March 2008	Spooks Code 9 License Agreement
Contender Entertainment Limited	Vertigo Distribution Limited	3 March 2008	Vertigo Distribution Agreement
Contender Entertainment Limited	Kudos Rights Limited	17 December 2007	Ashes to Ashes Distribution Agreement



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

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

**COMPANY NO. 5986996  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 19  
SEPTEMBER 2008 AND CREATED BY CONTENDER ONLINE  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE BORROWERS TO JPMORGAN CHASE BANK  
N.A AS ADMINISTRATIVE AGENT, THE STERLING AGENT, THE  
CANADIAN AGENT, THE ISSUING BANK OR ANY LENDER ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 6 OCTOBER  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 OCTOBER 2008

plcix



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES