

MR01

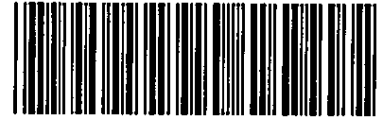
Particulars of a charge

026342/221

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the Web
Please go to www.companieshouse.gov.uk

MONDAY



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COMPANIES HOUSE

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☐ What this form is NO
You may not use this fo
register a charge where
instrument Use form M

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 04572087

Company name in full CONTENT INTERNATIONAL FILM AND TELEVISION LIMITED

4

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 4 m 0 m 6 y 2 y 0 y 1 y 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name JPMORGAN CHASE BANK, N A (as administrative agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**☐ **No****6**

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes****7**

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ **Yes**☒ **No**

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Particulars of a charge

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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Morgan Lewis + Bockius

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **E BUCKLER**

Company name **MORGAN, LEWIS & BOCKIUS**

Address **CONDOR HOUSE 5-10**

ST PAUL'S CHURCHYARD

Post town **LONDON**

County/Region **LONDON**

Postcode

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Country **UNITED KINGDOM**

DX

Telephone **0203 201 5000**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4572087

Charge code: 0457 2087 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th June 2013 and created by CONTENT INTERNATIONAL FILM AND TELEVISION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2013.

Given at Companies House, Cardiff on 26th June 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified a true and complete copy of the original, save for material
This 21 day of JUNE 2013 *redacted pursuant*

Morgan Lewis & Bockius
Registered Foreign Lawyers and Solicitors
5-10 St Paul's Churchyard
London EC4M 8AL

*to s 859G of
the Companies
Act 2006.*

Ref -----

*Elizabeth Bockius
Solicitor*

INSTRUMENT OF ASSUMPTION AND JOINDER

INSTRUMENT OF ASSUMPTION AND JOINDER AGREEMENT dated as of June [14], 2013 (this "Assumption Agreement") made by Content International Film and Television Limited, a company incorporated under the laws of England and Wales (the "Company") in favor of the lenders (the "Lenders") referred to in that certain Fourth Amended and Restated Credit and Guaranty Agreement dated as of March 26, 2004 as amended and restated as of July 20, 2005, as further amended and restated as of March 1, 2006, and as further amended and restated as of July 18, 2008 and as further amended and restated as of June [14], 2013 (as such agreement may be further amended, restated supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among Content Media Corporation and Content Media Corporation Limited as Borrowers, the Company and the other Guarantors referred to therein, the Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and as Issuing Bank (in such capacity, the "Issuing Bank") Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

WITNESSETH

The Company is a company incorporated under the laws of England and Wales, and is a subsidiary of Content Media Corporation. The Company is executing this Assumption Agreement in connection with the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company hereby agrees as follows:

1 Assumption and Joinder

(a) The Company hereby expressly confirms that it has assumed, and hereby agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of (i) a Guarantor under all Fundamental Documents applicable to it as a Guarantor, (ii) a Debtor (as such term is defined in the Security Agreement) under the Security Agreement, (iii) a Contributor (as such term is defined in the Contribution Agreement) under the Contribution Agreement and (iv) a Grantor (as such term is defined in the Copyright Security Agreement) under the Copyright Security Agreement. By virtue of the foregoing, the Company hereby accepts and assumes any liability of (A) a Guarantor and a Credit Party related to each representation or warranty, covenant or obligation made by a Guarantor and a Credit Party in any Fundamental Document to which it is or becomes a party and hereby expressly affirms, as of the date hereof, each of such representations, warranties, covenants and obligations, (B) a Debtor related to each representation or warranty, covenant or obligation made by a Debtor in the Security Agreement and hereby expressly affirms, as of the date hereof, each of such representations, warranties,

covenants and obligations, (C) a Contributor related to each covenant or obligation made by a Contributor in the Contribution Agreement and hereby expressly affirms, as of the date hereof, each of such covenants and obligations and (D) a Grantor related to each covenant or obligation made by a Grantor in the Copyright Security Agreement and hereby expressly affirms, as of the date hereof, each of such covenants and obligations. Further, the Company hereby acknowledges that it has received executed copies (together with any amendments or modifications thereto) of the Contribution Agreement, the Copyright Security Agreement and each of the other Fundamental Documents to which the Company is joining pursuant to this Assumption Agreement

(b) All references to the term "Guarantor" or "Credit Party" in any Fundamental Document, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Company.

(c) All references to the term "Debtor" in the Security Agreement, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Company

(d) All references to the term "Contributor" in the Contribution Agreement, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Company

(e) All references to the term "Grantor" in the Copyright Security Agreement, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Company

2 Representations and Warranties The Company hereby represents and warrants to the Administrative Agent, the Issuing Bank and the Lenders as follows:

(a) The Company has the requisite corporate power and authority to enter into this Assumption Agreement and to perform its obligations hereunder and under the Security Agreement, the Contribution Agreement, the Copyright Security Agreement and the other Fundamental Documents to which it is a party. The execution, delivery and performance of this Assumption Agreement by the Company, the transactions contemplated hereby and the performance of its obligations hereunder and under the Security Agreement, the Contribution Agreement, the Copyright Security Agreement and the other Fundamental Documents to which it is a party have been duly authorized by the Board of Directors of the Company and no other corporate proceedings on the part of the Company are necessary to authorize the execution, delivery or performance of this Assumption Agreement, the transactions contemplated hereby or the performance of its obligations under the Security Agreement, the Contribution Agreement, the Copyright Security Agreement or any other Fundamental Document to which it is a party. This Assumption Agreement has been duly executed and delivered by the Company. This

Assumption Agreement, Security Agreement, the Contribution Agreement, the Copyright Security Agreement and the other Fundamental Documents to which it is a party, when executed, will each constitute a legal, valid and binding obligation of the Company enforceable against it in accordance with their respective terms, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law

3. Further Assurances At any time and from time to time, upon the Administrative Agent's request and at the sole expense of the Company, the Company will promptly and duly execute and deliver any and all further instruments and documents and take such further action as the Administrative Agent reasonably deems necessary to effect the purposes of this Assumption Agreement

4 Binding Effect. This Assumption Agreement shall be binding upon the Company and shall inure to the benefit of the Administrative Agent, the Issuing Bank and the Lenders and their respective successors and assigns.

5 Delivery. Delivery of an executed signature page of this Assumption Agreement by facsimile or electronic transmission in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Assumption Agreement. If the Company executes this Assumption Agreement by facsimile or by email, it shall also deliver a manually executed signature page to this Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Assumption Agreement, and the Company hereby waives any right it may have to object to said treatment.

6. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS OR PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above

**CONTENT INTERNATIONAL FILM AND
TELEVISION LIMITED**

By



Name: GEORGETTE WELLS
Title: DIRECTOR