

# MG01

## Particulars of a mortgage or charge



100083/39

### 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 for particulars of a charge for company. To do this, please use form MG01s

THURSDAY



LD7

\*L1GEM380\*

30/08/2012

#99

COMPANIES HOUSE

1

### Company details

Company number

0 3 3 3 6 4 1 6

Company name in full

LION TELEVISION LIMITED (the "Company")

1 5

For official use

#### Filing 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 d3 m0 m8 y2 y0 y1 y2

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

SHARE PLEDGE AGREEMENT (the "Agreement")

4

### Amount secured

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

Amount secured

All present and future obligations and other liabilities of any nature of any member of the Group, owing or incurred under any Finance Document (or any of them) to the Secured Parties, the Security Agent and/or any Receiver (including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents however fundamental or in relation to any new or increased advances or utilizations), actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety,

(continued on the continuation page)

#### Continuation page

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

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	THE ROYAL BANK OF SCOTLAND PLC (the "Security Agent")	
Address	5TH FLOOR, 135 BISHOPSGATE	
	LONDON	
Postcode	E C 2 M 3 U R	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1. Pledge.</b></p> <p>As security for the payment of the Secured Liabilities, the Company pledged to the Security Agent, and granted to the Security Agent, a continuing security interest in, all of the following</p> <p>A. All of the shares of stock, ownership interests and other securities described in the Schedule hereto, all of the certificates and/or instruments representing such shares of stock, ownership interests and other securities, and all cash, securities, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares, ownership interests or other securities; and all additional shares of stock or ownership interests of any of the Issuers listed in the Schedule hereto at any time and from time to time acquired by the Company in any manner, all of the certificates and/or instruments representing such additional shares or ownership interests and all cash, securities, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares or ownership interests;</p> <p>B All other property after 23 August 2012 delivered to the Security Agent in substitution for or in addition to any of the foregoing, all certificates and instruments representing or evidencing such property, and all cash, securities, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof, and</p> <p>C. All products and proceeds of all of the foregoing</p> <p>All of the foregoing are collectively called the <b>"Collateral"</b></p>	

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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

N/A

### 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 870).

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 866). 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

X

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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 0207 796 6302



### 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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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>The Company agreed to deliver to the Security Agent promptly and in any event within three Business Days upon receipt and in due form for transfer (1 e., endorsed in blank or accompanied by stock or bond powers executed in blank), any Collateral (other than dividends which the Company is entitled to receive and retain pursuant to Section 5 of the Agreement) which may at any time or from time to time come into the possession or control of the Company; and prior to the delivery thereof to the Security Agent, such Collateral shall be held by the Company separate and apart from its other property and in express trust for the Security Agent.</p> <p><b>2 Warranties, Further Assurances</b></p> <p>The Company warranted to the Security Agent and each of the Secured Parties that</p> <p>(a) The Company is (or at the time of any other future delivery, pledge, assignment or transfer thereof, will be) the legal and equitable owner of the Collateral free and clear of all Liens of every description whatsoever other than the security interest created under the Agreement;</p> <p>(b) the pledge and delivery of the Collateral pursuant to the Agreement creates a valid perfected security interest in the Collateral in favor of the Security Agent,</p> <p>(c) all shares of stock or ownership interests referred to in the Schedule hereto are duly authorized, validly issued, fully paid and non-assessable,</p> <p>(d) as to each Issuer whose name appears in the Schedule hereto, the Collateral represented on 23 August 2012 not less than the applicable percentage (as shown in the Schedule hereto) of the total shares of capital stock or ownership interests issued and outstanding of such Issuer; and</p> <p>(e) the information contained in the Schedule hereto is true and accurate in all respects</p> <p>So long as any of the Secured Liabilities shall be outstanding or any commitment shall exist on the part of the Security Agent or any of the Secured Parties with respect to the creation of any Secured Liabilities, the Company:</p> <p>(1) shall not, without the express prior written consent of the Security Agent or as permitted under the Finance Documents, sell, assign, exchange, pledge or otherwise transfer, encumber, or grant any option, warrant or other right to purchase the stock of any Issuer which is pledged under the Agreement;</p> <p>(11) shall deliver all original stock certificates relating to the Collateral to the Security Agent and authorized the Security Agent to file (subject to the reasonable review of the Company) such Uniform Commercial Code financing statements (and the Company shall pay the costs of filing and recording or re-filing and re-recording the same in all public offices reasonably deemed necessary or appropriate by the Security</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Agent) and do such other acts and things, all as the Security Agent may from time to time reasonably request, to establish and maintain a valid, perfected security interest in the Collateral (free of all other Liens whatsoever other than Permitted Security) to secure the performance and payment of the Secured Liabilities, and</p> <p>(iii) will execute and deliver to the Security Agent such stock powers and similar documents relating to the Collateral, satisfactory in form and substance to the Security Agent, as the Security Agent may reasonably request</p> <p><b>3. Holding in Name of Security Agent, etc.</b></p> <p>Except as otherwise provided in the Facilities Agreements, the Security Agent may from time to time upon the occurrence and continuation of a Declared Default, without notice to the Company, take all or any of the following actions (a) transfer, in accordance with all applicable securities laws and the UCC, as applicable, all or any part of the Collateral into the name of the Security Agent or any nominee or sub-agent for the Security Agent, with or without disclosing that such Collateral is subject to the Lien under the Agreement, (b) appoint one or more sub-agents or nominees for the purpose of retaining physical possession of the Collateral, (c) notify the parties obligated on any of the Collateral to make payment to Security Agent of any amounts due or to become due thereunder, (d) endorse any checks, drafts or other writings in the name of Company to allow collection of the Collateral, (e) enforce any and all rights and privileges of Company against any party with respect to the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto, and (f) take control of any proceeds of the Collateral</p> <p><b>4. Remedies</b></p> <p><b>4.1 Remedies Generally</b></p> <p>Upon the occurrence and continuation of a Declared Default, the Security Agent may exercise from time to time any rights and remedies available to it under the UCC or otherwise available to it by applicable law Without limiting the foregoing, upon the occurrence and continuation of a Declared Default, the Security Agent (a) may, to the fullest extent permitted by applicable law, without notice, advertisement, hearing or process of law of any kind, subject to applicable securities laws and the UCC, as applicable, (i) sell any or all of the Collateral, free of all rights and claims of the Company therein and thereto, at any public or private sale or brokers' board and (ii) bid for and purchase any or all of the Collateral at any such public sale and (b) shall have the right, for and in the name, place and stead of the Company, to execute endorsements, assignments, stock powers and other instruments of</p>	

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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>conveyance or transfer with respect to all or any of the Collateral. Any notification of intended disposition of any of the Collateral shall be deemed reasonably and properly given if given at least ten (10) days before such disposition. Any proceeds of any of the Collateral shall be applied by the Security Agent to the payment of expenses in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds shall be applied by Security Agent toward the payment of such of the Secured Liabilities, and in such order of application, as provided in the Facilities Agreements (and, after payment in full of all Secured Liabilities, any excess shall be delivered to the Company or as a court of competent jurisdiction shall direct)</p> <p><b>5. General.</b></p> <p>The Security Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as the Company shall request in writing, but failure of the Security Agent to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Security Agent to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by the Company, shall be deemed a failure to exercise reasonable care in the custody or preservation of any Collateral.</p> <p>No delay on the part of the Security Agent in exercising any right, power or remedy shall operate as a waiver thereof, and no single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of the Agreement shall be binding against the Security Agent unless the same shall be in writing and signed and delivered by the Security Agent and the Company, and then such amendment, modification, waiver or consent shall be effective as against the Security Agent or the Company, as the case may be, only in the specific instance and for the specific purpose for which given.</p> <p>All obligations of the Company and all rights, powers and remedies of the Security Agent expressed in the Agreement are in addition to all other rights, powers and remedies possessed by them, including, without limitation, those provided by applicable law or in any other written instrument or agreement relating to any of the Secured Liabilities or any security therefore. The Agreement shall terminate and the security interest granted in the Agreement shall be automatically released without any further action on the part of any Person in accordance with the terms of the Intercreditor Agreement.</p>	

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars



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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>in any currency or currencies, including all interest accruing thereon (calculated in accordance with Clause 2.4 (<i>Interest</i>) of the Debenture), after as well as before judgment, and all costs, charges and expenses incurred in connection therewith ("<b>Secured Liabilities</b>").</p> <p><b>NOTE</b></p> <p><b>In this form</b></p> <p><b>"Agent"</b> means The Royal Bank of Scotland plc;</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 and</p> <p>(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or</p> <p>(b) (in relation to any date for payment or purchase of euro) any TARGET Day (as defined in the Facilities Agreement);</p> <p><b>"Debenture"</b> means a debenture dated 22 December 2011 entered into between (1) the charging companies named therein, including the Company and (2) the Security Agent,</p> <p><b>"Declared Default"</b> means an Event of Default (as defined in the Facilities Agreement) in respect of which a notice of acceleration has been served pursuant to clause 29.16 (Acceleration) or clause 29.17 (Acceleration of the Facility D Loan) of the Facilities Agreement;</p> <p><b>"Facilities Agreement"</b> means a Senior Facilities Agreement (as amended, modified or restated from time to time, originally dated September 28, 2006, as amended and restated on May 2, 2007 and December 22, 2011, among (i) All3Media Intermediate Limited, as the Parent, (ii) the Original Obligors named therein (iii) The Governor and Company of the Bank of Scotland and the Security Agent, as Arrangers, (iv) the Original Lenders named therein (the "<b>Lenders</b>") and (v) Security Agent, as the Agent, Issuing Bank and Security Trustee, the Lenders agreed to provide certain loans and other financial accommodations, subject to the terms and conditions contained therein;</p> <p><b>"Finance Document"</b> means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated as a "<b>Finance Document</b>" by the Agent and the Parent;</p> <p><b>"Group"</b> means the Parent and each of its Subsidiaries (as defined in the Facilities Agreement) for the time being (including, after the completion of the German Acquisition, the German Target Group (each as defined in the Facilities Agreement));</p>	

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

**"Intercreditor Agreement"** means the intercreditor agreement originally dated 28 September 2006 as amended by the Amendment and Restatement Agreement (Intercreditor) and made between the Parent, the other Obligors, The Royal Bank of Scotland plc as Security Trustee, The Royal Bank of Scotland plc as senior agent, The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc as senior arrangers, the Lenders, the Ancillary Lenders, the Hedge Counterparties (each as defined in the Intercreditor Deed) and certain others,

**"Issuer"** means the issuer of any of the shares of stock or other securities representing all or any of the Collateral,

**"Liens"** means with respect to any Person, any interest granted by such Person in any real or personal property, asset or other right owned or being purchased or acquired by such Person which secures payment or performance of any obligation and shall include any mortgage, lien, encumbrance, charge or other security interest of any kind, whether arising by contract, as a matter of law, by judicial process or otherwise;

**"Parent"** means All3Media Intermediate Limited,

**"Permitted Security"** has the meaning assigned to that term in the Facilities Agreement;

**"Person"** means any individual, corporation, limited liability company, partnership, joint venture, firm, association, trust or other enterprise or entity or any governmental authority;

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property (as defined in the Facilities Agreement),

**"Secured Parties"** means each Finance Party and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Intercreditor Agreement and each Hedge Counterparty (each as defined in the Facilities Agreement) and each agent and lender from time to time party to the Facilities Agreements,

**"Security Agent"** means The Royal Bank of Scotland plc,

**"UCC"** means the Uniform Commercial Code as in effect in the State of [Delaware] [California].

### Schedule

Issuer	Class of Stock	Certificate No(s)	Number of Shares	% Ownership	Of
LION TELEVISION, INC, a Delaware corporation	Common	1	1,000	0.02%	

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Particulars of a mortgage or charge

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## Amount secured

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

Amount secured

LION TELEVISION, INC, a Delaware corporation	Common	2	4,999,000	99.98%
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## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3336416  
CHARGE NO. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT  
DATED 23 AUGUST 2012 AND CREATED BY LION TELEVISION  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE OF ANY MEMBER OF THE GROUP TO THE SECURED  
PARTIES, THE SECURITY AGENT AND/OR ANY RECEIVER ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 30 AUGUST  
2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 SEPTEMBER  
2012**



*Companies House*  
— for the record —



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