

# M

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

COMPANIES FORM No. 395

145263/143

## 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

145263/143

4126826

Name of company

\* RDF MEDIA GROUP LIMITED (the "Pledgor")

Date of creation of the charge

4 February 2009

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

SHARE PLEDGE AGREEMENT (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities ("Secured Obligations").

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

THE ROYAL BANK OF SCOTLAND PLC (as security trustee for itself and the other Secured Parties) (in such capacity, the "Security Agent") of Level 5, 135 Bishopsgate, London.

Postcode EC2M 3UR

Presenter's name address and  
reference (if any):

Contact: Denise Phillips  
DLA Piper UK LLP  
3 Noble Street  
London  
EC2V 7EE

89942.120341.22899723

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. Pledge.

As security for the payment when due, whether at stated maturity, by acceleration or otherwise, of all Secured Obligations, the Pledgor pledged to the Security Agent for the benefit of the Security Agent and the Secured Parties, and granted to the Security Agent for the benefit of the Security Agent and the Secured Parties, a continuing security interest in, all of the following (collectively, the "Collateral"):

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;

continued on Addendum 4/4

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)

N/A

Signed DLA Piper UK LLP

Date 11 / 02 / 09

On behalf of ~~XXXXXX~~ [mortgagee/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

Name of company

\*insert full name  
of Company

\* RDF MEDIA GROUP LIMITED (the "Pledgor")

## Addendum 1/4

## 1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

## 2. Amount due or owing on the mortgage or charge (continued)

## NOTE.

## In this form:

**"Facilities Agreement"** means a facilities agreement (as amended, modified or restated from time to time), dated November 27, 2008 among (1) Parts Bidco Limited as Parent, (2) the Original Borrower listed therein; (3) the Original Guarantor listed therein, (4) The Royal Bank of Scotland PLC, Barclays Leveraged Finance and The Governor and Company of the Bank of Ireland as Arrangers, (5) the Financial Institutions listed therein as Original Lenders, (6) The Royal Bank of Scotland PLC as Agent, (7) The Royal Bank of Scotland PLC as Security Agent, and (8) Barclays Bank PLC as Original Issuing Bank, the Secured Parties have agreed to provide financing and other financial accommodations to the Borrowers;

**"Finance Documents"** means the Facilities Agreement, any Accession Letter, any Ancillary Document, the Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the Turnover Letter, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any Deed of Accession (Debenture), any Deed of Accession (Inter-Creditor Agreement) (each as defined in the Facilities Agreement) and any other document designated as a "Finance Document" by the Agent (as defined in the Facilities Agreement) and the Parent (as defined in the Facilities Agreement);

**"Group"** means the Parent, the Target (as defined in the Facilities Agreement) and each of their respective Subsidiaries (as defined in the Facilities Agreement) for the time being;

**"Guarantor"** means the Original Guarantor or an Additional Guarantor (each as defined in the Facilities Agreement), unless it has ceased to be a Guarantor in accordance with clause 32 (Changes to the Obligors) of the Facilities Agreement;

**"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 (as defined in the Deed), 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;

**"Permitted Security"** means:

(a) any Security or Quasi-Security (each as defined in the Facilities Agreement) to which all of the Lenders (as defined in the Facilities Agreement) have provided their prior written consent;

(b) any lien arising by operation of law and in the ordinary course of trading and not as

Name of company

\*Insert full name  
of Company

\* RDF MEDIA GROUP LIMITED (the "Pledgor")

a result of any default or omission by any member of the Group;

(c) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender (as defined in the Facilities Agreement) in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group;

(d) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group (other than a Target Obligor (as defined in the Facilities Agreement)) after the first Utilisation Date (as defined in the Facilities Agreement) if:

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and

(iii) the Security or Quasi-Security is removed or discharged within 90 days of the date of acquisition of such asset;

(e) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group (other than a Target Obligor) after the first Utilisation Date, where the Security or Quasi-Security is created before the date on which that company becomes a member of the Group if:

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that company; or

(iii) the Security or Quasi-Security is removed or discharged within 90 days of the date of that company becoming a member of the Group;

(f) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(g) any Security or Quasi-Security (existing as at 4 February 2009) over assets of any member of the Target Group so long as the Security or Quasi-Security is irrevocably removed or discharged by no later than 10 Business Days (as defined in the Facilities Agreement) after the first Utilisation Date;

(h) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal (as defined in the Facilities Agreement); or

(i) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (h) of the definition of "Permitted Financial Indebtedness";

(j) the Sale and Leaseback Security (as defined in the Facilities Agreement);

(k) the rent deposit deed dated 12 April 2001 given by Touchpaper Television Limited in

Name of company

\*insert full name  
of Company

\* RDF MEDIA GROUP LIMITED (the "Pledgor")

favour of Fabricia Textil Riopelle sa;

(l) the rent deposit deed dated 6 July 2006 given by Touchpaper Television Limited in favour of Fabrica Textil Riopelle sa;

(m) any Security imposed by applicable law for taxes, assessments or governmental charges (i) that are not yet due and payable or (ii) which are being diligently contested in good faith by appropriate proceedings and for which adequate reserves are maintained in accordance with IFRS (as defined in the Facilities Agreement);

(n) any Security arising from judgments or decrees provided that its enforcement is stayed and it secures claims not otherwise constituting an Event of Default (as defined in the Facilities Agreement) under Clause 29 (Events of Default) of the Facilities Agreement;

(o) any Security (other than any Security imposed by ERISA (as defined in the Facilities Agreement)) deposits made or pledges of cash or letters of credit posted in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return-of-money bonds and other similar obligations incurred in the ordinary course of business provided that any such Security attaches only to the cash collateral or letter of credit posted to secure such obligation;

(p) easements, rights-of-way, restrictions, minor defects or irregularities in title and other similar charges or encumbrances incurred in the ordinary course of business relating to property that, either individually or in the aggregate for all members of the Group, are not substantial in amount, do not materially interfere with the use of the subject property and do not result in material diminution in value of the subject property;

(q) any interest or title of a lessor or secured by a lessor's interest under any lease permitted by the Facilities Agreement;

(r) any Security arising from precautionary Uniform Commercial Code financing statement or similar precautionary filings made in respect of operating leases for personal property entered into by a member of the Group in the ordinary course of business; or

(s) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (r) above) does not exceed £25,000 (or its equivalent in other currencies);

**"Secured Parties"** means the Security Agent, the Agent, each Lender, each Hedge Counterparty, the Issuing Bank and each Ancillary Lender (each as defined in the Facilities Agreement) (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Facilities Agreement, each Receiver (as defined in the Facilities Agreement) and each Delegate (as defined in the Facilities Agreement).

Name of company

\*insert full name  
of Company

\* RDF MEDIA GROUP LIMITED (the "Pledgor")

## Schedule

Issuer	Class of Stock	Certificate No (s).	Number of Shares
Argyle Productions, Inc.	Common	1	1,000
RDF Media USA, Inc.	Common	3	775

## Addendum 3/4

## 3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

## 4. Short particulars of all the property mortgaged or charged (continued)

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 Pledgor 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;

B. All other property after 4 February 2009 delivered to the Security Agent, for the benefit of Security Agent and the Secured Parties, 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

Name of company

\*insert full name  
of Company

\* RDF MEDIA GROUP LIMITED (the "Pledgor")

C. All products and proceeds of all of the foregoing; provided, that, notwithstanding any of the other provisions set forth in section 2 of the Deed or in the Facilities Agreement to the contrary, in no event shall the Collateral include or the security interest granted under section 2 of the Deed attach to any rights or interests of a Guarantor, if and solely to the extent that a security interest in such right or interest is prohibited by or in violation of (A) any law, rule or regulation applicable to Guarantor, or (B) a term, provision or condition of any lease, license, contract, property right or agreement (unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest under the Deed pursuant to sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that (x) the Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such right or interest not subject to the prohibitions specified in (A) or (B) above and (y) the foregoing restrictions in (A) and (B) shall only apply to the extent that any such restrictions would be enforceable under applicable law; provided, further, that the exclusions referred to in this proviso shall not include any proceeds of any right or interest.

The Pledgor agreed to deliver to the Security Agent, for the benefit of the Security Agent and the Secured Parties, promptly upon receipt and in due form for transfer (i.e., endorsed in blank or accompanied by stock powers executed in blank), any Collateral (other than dividends which the Pledgor is entitled to receive and retain pursuant to section 5 of the Deed) which may at any time or from time to time come into the possession or control of the Pledgor; and prior to the delivery thereof to the Security Agent, such Collateral shall be held by the Pledgor in trust for the Security Agent, for the benefit of Security Agent and the Secured Parties.

## 2. Warranties; Further Assurances.

The Pledgor warranted to the Security Agent and the Secured Parties that: (a) the Pledgor is (or at the time of any future delivery, pledge, 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 Deed and Permitted Security; (b) the pledge and delivery of (or the filing of financing statements with respect to) the Collateral pursuant to the Deed will create a valid perfected security interest in the Collateral in favor of the Security Agent, for the benefit of Security Agent and the Secured Parties, to the extent such security interest may be perfected under the Uniform Commercial Code; (c) all shares of stock or ownership interests referred to in the schedule hereto are duly authorized, validly issued, fully paid and non-assessable, in each case, to the extent applicable; (d) as to each Issuer whose name appears in the schedule hereto, the Collateral represented on 4 February 2009 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 (e) the information contained in the schedule hereto is true and accurate in all material respects as of 4 February 2009.

So long as any of the Secured Obligations shall be outstanding or any commitment shall exist on the part of the Security Agent or the Secured Parties with respect to the creation of any Secured Obligations, the Pledgor: (i) shall not, without the prior written consent of the Security Agent or as permitted under the Facilities Agreement, 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 Deed; (ii) shall deliver all original stock certificates relating to the Collateral to the Security Agent, for the

4126826

Name of company

\*insert full name  
of Company

\* RDF MEDIA GROUP LIMITED (the "Pledgor")

benefit of Security Agent and the Secured Parties, and authorized the Security Agent to file (subject to the reasonable review of the Pledgor) such Uniform Commercial Code financing statements (and the Pledgor 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 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 the security interest created under the Deed and Permitted Security) to secure the performance and payment of the Secured Obligations; (iii) will execute and deliver to the Security Agent such stock powers and similar documents relating to the Collateral, reasonably satisfactory in form and substance to the Security Agent, as the Security Agent may reasonably request; and (iv) will provide the Security Agent with all information which it may reasonably request in writing in relation to the Collateral.





**FILE COPY**

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

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

**COMPANY NO. 4126826  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT  
DATED 4 FEBRUARY 2009 AND CREATED BY RDF MEDIA  
GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH PRESENT OR FUTURE MEMBER OF  
THE GROUP TO THE ROYAL BANK OF SCOTLAND PLC (AS  
SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED  
PARTIES) (IN SUCH CAPACITY, THE SECURITY AGENT)  
AND/OR ANY OF THE OTHER SECURED PARTIES 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 13 FEBRUARY  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 FEBRUARY  
2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES