

MR01

Particulars of a charge

234064/169

Laserform

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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where the charge
instrument is not a legal document

MONDAY



A26

A3B4X58W

30/06/2014

#203

COMPANIES HOUSE

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. **Do not send the original.**

1 Company details

Company number ☒ 0 4 8 2 3 6 1 1

Company name in full ☒ All3Media Group Limited

9

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 ☒ 2 6 / 0 6 / 2 0 1 4

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 ☒ The Royal Bank of Scotland plc (as Security 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

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

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

☒

Allen & Overay LLP
on behalf of the
Security Agent

☒

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **Hannah Gates**

Company name **Allen & Overy LLP**

Address **1 Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country

DX

Telephone **0203 088 2246**



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: 4823611

Charge code: 0482 3611 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th June 2014 and created by ALL3MEDIA GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th June 2014

Q

Given at Companies House, Cardiff on 4th July 2014



Companies House



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

EXECUTION VERSION

Except for the material redacted pursuant to s859G of the Companies Act 2006 I certify that this is a correct copy of the original document

Allen & Overy LLP

Allen & Overy LLP

Date 27/06/2014

SECURITY OVER SHARES

DATED 26 June 2014

BETWEEN

THE COMPANIES LISTED IN SCHEDULE 1

(the Chargors)

- and -

THE ROYAL BANK OF SCOTLAND PLC

(the Security Agent)

ALLEN & OVERY

Allen & Overy LLP

0033351-0002726 BK.27678125 10

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THIS DEED is dated 26 June 2014 and made

BETWEEN:

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** as chargors (each a **Chargor**); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** (the **Security Agent**) as agent and trustee for the Secured Parties (as defined below)

BACKGROUND:

- (A) Each **Chargor** enters into this Deed in connection with the Intercreditor Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed

Act means the Law of Property Act 1925

Declared Default Date means:

- (a) before the Closing Date, the date on which notice of acceleration is served to the borrowers in accordance with clause 23.14 (Acceleration) of the Senior Facilities Agreement or the Outstandings have been accelerated in accordance with clause 23.15 (Revolving Facility Acceleration) or 23.16 (Automatic Acceleration) of the Senior Facilities Agreement; and
- (b) on or after the Closing Date, the date on which.
 - (i) notice of acceleration is served to the borrowers in accordance with clause 23.14 (Acceleration) of the Senior Facilities Agreement or the Outstandings have been accelerated in accordance with clause 23.15 (Revolving Facility Acceleration) or 23.16 (Automatic Acceleration) of the Senior Facilities Agreement, and/or
 - (ii) notice of acceleration is served to the borrowers in accordance with clause 19.13 (Acceleration) of the Second Lien Facilities Agreement or the Outstandings have been accelerated in accordance with clause 19.14 (Automatic Acceleration) of the Second Lien Facilities Agreement,

subject to the terms of the Intercreditor Agreement

Intercreditor Agreement means the intercreditor agreement dated 28 September 2006 and made between, amongst others, All3Media Capital Limited as holdco, All3Media Intermediate Limited as parent, The Royal Bank of Scotland plc as senior agent, The Bank of Scotland PLC (formerly known as the Governor and Company of the Bank of Scotland) as

mezzanine agent, and The Royal Bank of Scotland plc as security trustee (as amended and/or restated from time to time)

Investments means

- (a) the Shares;
- (b) any other stocks, debentures, bonds or other securities and investments owned by any Chargor in any Relevant Company;
- (c) any dividend or interest paid or payable in relation to any of the above, and
- (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

Obligor means each Debtor as defined in the Intercreditor Agreement

Party means a party to this Deed

Receiver means a receiver and manager or a receiver, in each case, appointed under this Deed

Relevant Company means each company listed under the heading "Relevant Companies" in Schedule 1 (Chargors and Relevant Companies)

Second Lien Facilities Agreement means the second lien facilities agreement originally entered into on 8 May 2014 between, inter alia, the DLG Acquisitions Limited as Borrower, Bank of America Merrill Lynch International Limited and J.P. Morgan Limited as Bookrunners and Mandated Lead Arrangers and the Security Agent (as amended and/or restated from time to time)

Secured Debt Documents means.

- (a) before the Closing Date, the Senior Finance Documents; and
- (b) on or after the Closing Date, the Secured Debt Documents as defined in the Intercreditor Agreement

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Secured Debt Document, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006

Secured Parties means the Secured Parties as defined in the Intercreditor Agreement.

Security Assets means all assets of each Chargor the subject of any security created by this Deed

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

Shares means all shares owned by any Chargor (or held by any nominee on any Chargor's behalf) in any Relevant Company from time to time

Senior Facilities Agreement means the senior facilities agreement dated 28 September 2006, between, amongst others, All3Media Finance Limited as borrower, All3Media Intermediate Limited as parent, The Bank of Scotland PLC (formerly known as The Governor and Company of the Bank of Scotland) and The Royal Bank of Scotland PLC as mandated lead arrangers, The Royal Bank of Scotland PLC as agent, issuing bank and security trustee and the financial and other institutions named therein as lenders (as amended and/or restated from time to time)

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement, the Senior Facilities Agreement or, on or after the Closing Date, the Second Lien Facilities Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1.2 (Construction), clause 21.2 (Delegation), clause 27.1 (Partial Invalidity) and clause 32.1 (Jurisdiction) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Intercreditor Agreement will be construed as references to this Deed.
- (c)
 - (i) A **Secured Debt Document** or any other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Secured Debt Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility,
 - (ii) the term **this Security** means any security created by this Deed; and
 - (iii) **assets** includes present and future properties, revenues and rights of every description.
 - (d) Any covenant of any Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
 - (e) If the Security Agent considers that an amount paid to a Secured Party under a Secured Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
 - (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset
 - (g) A person which is not a Party (a "third party") shall have no right to enforce any of its provisions except that a third party shall have those rights it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect.
 - (h) The Parties may without the consent of any third party vary or rescind this Deed
 - (i) If the terms and conditions of this Deed are in contradiction with the terms and conditions of the Secured Debt Documents, the terms and conditions of the Secured Debt Documents shall prevail

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future Security Assets,
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties

2.2 Investments

Each Chargor charges, by way of a first legal mortgage and (to the extent that they are not the subject of a mortgage under this Clause) by way of a first fixed charge, the Investments

2.3 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its rights, title and interest in respect of the Investments not at any time otherwise effectively mortgaged, or charged by way of fixed mortgage or charge under this Clause.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause into a fixed charge as regards any of that Chargor's assets specified in that notice, if.
 - (i) the Declared Default Date has occurred; or
 - (ii) the Security Agent reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator

3. RESTRICTIONS ON DEALINGS

No Chargor may:

- (a) create or permit to subsist any Security Interest on any Security Asset, or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly permitted by the Secured Debt Documents

4. REPRESENTATIONS

4.1 Representations

Each Chargor represents and warrants to each Secured Party that:

- (a) its Shares and, to the extent applicable, its other Investments, are fully paid,
- (b) no Relevant Company's constitutional documents contains any restriction on the transfer or registration of transfer of the Shares;
- (c) its Shares in the Relevant Companies, as specified in Schedule 1 (Chargors and Relevant Companies) next to its name, represent the percentage of the issued share capital of such Relevant Companies specified under the heading "percentage shareholding" in Schedule 1 (Chargors and Relevant Companies),
- (d) it is the sole legal and beneficial owner of its Investments, and
- (e) this Deed creates those Security Interests it purports to create

4.2 Times for making representations

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed, the date of each Utilisation Request, the first date of each Interest Period and each Utilisation Date
- (b) Each representation and warranty under this Deed is deemed to be made by each Chargor by reference to the facts and circumstances then existing on each date during the Security Period.

5. INVESTMENTS

5.1 Deposit

Each Chargor must:

- (a) within 50 Business Days of the Signing Date (or, in relation to any Shares which a Chargor does not own on the date of this Deed, promptly following the date on which that Chargor becomes the owner of such Shares)
 - (i) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Shares, and
 - (ii) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Shares

- (b) promptly upon request of the Security Agent:
 - (i) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Investments; and
 - (ii) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Investments

5.2 Changes to rights

No Chargor may take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further shares in any Relevant Company being issued to anybody other than that Chargor, unless permitted under the Secured Debt Documents

5.3 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments
- (b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments on behalf of that Chargor. That Chargor, within 10 Business Days of demand, reimburse the Security Agent for any payment made by the Security Agent under this Clause.

5.4 Other obligations in respect of Investments

- (a) Each Chargor must promptly comply with all requests for information, and copy to the Security Agent material requests for information where and to the extent permitted by law and/or regulation, which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.
- (b) Each Chargor must duly and promptly perform and comply with all other conditions and obligations assumed by it in respect of any of its Investments and diligently pursue its rights in relation to the Investments, where failure to do so might reasonably be expected to jeopardise the existence or enforceability of any Investment and/or the value or enforceability of this Security
- (c) The Security Agent is not obliged to.
 - (i) perform any obligation of a Chargor;
 - (ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment

5.5 Voting rights

- (a) Before the occurrence of the Declared Default Date:
 - (i) the voting rights, powers and other rights in respect of the Investments shall be exercisable by the relevant Chargor, as permitted or not prohibited by the Secured Debt Documents, provided that the relevant Chargor must exercise such rights and powers in a manner which does not materially and adversely affect the validity or enforceability of this Security or cause an Event of Default to occur, and
 - (ii) all dividends or other income paid or payable in relation to any Investments shall be paid directly to the relevant Chargor
- (b) Each Chargor must, within 10 Business Days of demand, indemnify the Security Agent against any loss liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Investments on the direction of any Chargor
- (c) On or after the Declared Default Date, the Security Agent may exercise (in the name of any Chargor and without any further consent or authority on the part of any Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise

5.6 Financial Collateral

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No. 3226)) the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities
- (b) Where any financial collateral is appropriated
 - (i) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation, or
 - (ii) in any other case, the value of the financial collateral will be the fair market price in the prevailing market conditions,

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use

6. PRESERVATION OF SECURITY

6.1 Continuing security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

6.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of that Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred

6.3 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any Secured Party):

- (a) any time or waiver granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person,
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person,
- (f) any amendment of any Secured Debt Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Secured Debt Document or other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Secured Debt Document or any other document or security, or
- (h) any insolvency or similar proceedings

6.4 Immediate recourse

- (a) Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from any Chargor under this Deed.

- (b) This waiver applies irrespective of any law or provision of a Secured Debt Document to the contrary.

6.5 Appropriations

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or apply and enforce them in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor will be entitled to the benefit of such moneys, security or rights; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

6.6 Deferral of Chargor's rights

- (a) Unless the Security Period has expired or the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under this Deed
 - (i) to be indemnified by an Obligor,
 - (ii) to claim any contribution from any Obligor of any Obligor's obligations under the Secured Debt Documents,
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Secured Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Secured Debt Documents by any Secured Party;
 - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which it has granted security under this Deed;
 - (v) to exercise any right of set-off against any Obligor; and/or
 - (vi) to claim or prove as a creditor of any Obligor in competition with any Secured Party
- (b) If any Chargor receives any benefit, payment or distribution in relation to such rights it must hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with the Secured Debt Documents to be repaid in full on trust for the Secured Parties and must promptly pay or transfer them to the Security Agent or as the Security Agent may direct for application in accordance with the terms of this Deed

6.7 Additional security

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Secured Party.
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security

6.8 Security held by Chargor

- (a) No Chargor may, without the prior consent of the Security Agent, hold any security from any other Obligor in respect of such Chargor's liability under this Deed. Each Chargor will hold any security held by it in breach of this provision on trust for the Security Agent
- (b) It is hereby agreed that, in relation to any jurisdiction the courts of which would not recognise or give effect to the trusts expressed to be created by this Clause 6, the relationship of the Secured Parties to each Chargor shall be construed as one of principal and agent

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 Declared Default Date

This Security will become immediately enforceable if the Declared Default Date occurs.

7.2 Discretion

On and after the Declared Default Date, the Security Agent may in its absolute discretion enforce all or any part of this Security in accordance with the Intercreditor Agreement.

7.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time on or after the Declared Default Date.

8. ENFORCEMENT OF SECURITY

8.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security

8.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

8.3 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply

8.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire.

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Secured Debt Documents, or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied

8.5 Redemption of prior mortgages

- (a) At any time on or after the Declared Default Date, the Security Agent may.
 - (i) redeem any prior Security Interest against any Security Asset, and/or
 - (ii) procure the transfer of that Security Interest to itself, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Security Agent the costs and expenses incurred by the Security Agent in accordance with clause 23 (Costs and Expenses) of the Intercreditor Agreement

8.6 Contingencies

If this Security is enforced at a time when no amount is due under the Secured Debt Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

9. RECEIVER

9.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets
 - (i) on or after the Declared Default Date, or
 - (ii) if a Chargor so requests the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand

- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

9.2 Removal

The Security Agent may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

9.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply

9.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver
- (b) No Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

9.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, on or after the Declared Default Date be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

10. POWERS OF RECEIVER

10.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

10.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset

10.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he thinks fit

10.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor

10.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit

10.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit which the Receiver believes (acting reasonably) will generate the best available price in relation to such Security Asset
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

10.7 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset

10.8 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

10.9 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

10.10 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset

10.11 Delegation

A Receiver may delegate his powers in accordance with this Deed

10.12 Lending

A Receiver may lend money or advance credit to any customer of any Chargor

10.13 Protection of assets

A Receiver may do any act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset

10.14 Other powers

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law,
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes

11. APPLICATION OF PROCEEDS

Any moneys received by the Security Agent or any Receiver on or after the Declared Default Date must be applied in accordance with clause 17 (Application of Proceeds) of the Intercreditor Agreement.

12. EXPENSES AND INDEMNITY

Each Chargor must

- (a) within ten Business Days of on demand pay all costs and expenses (including legal fees) incurred reasonably in connection with this Deed by any Secured Party, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed, in accordance with the Secured Debt Documents, and
- (b) keep each of them indemnified, payable within ten Business Days of demand, against any failure or delay in paying those costs or expenses

13. FURTHER ASSURANCES

Each Chargor must, at its own expense, promptly take all such reasonable action as the Security Agent or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer or assignment of any asset whether to the Security Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient, provided that the Security Agent will not require any Chargor to do any act or execute any document which would cause it to contravene any of the Secured Debt Documents.

14. POWER OF ATTORNEY

- (a) Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which it is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause (acting lawfully).
- (b) The Security Agent, each Receiver and any of its delegates or sub-delegates shall only exercise the power of attorney contained in this clause:
 - (i) on or after the Declared Default Date, or
 - (ii) if any Chargor has failed to comply with a further assurance or perfection obligation under the Secured Debt Documents within ten Business Days of being notified of that failure and being requested to comply

15. MISCELLANEOUS

15.1 Covenant to pay

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Secured Debt Documents

15.2 Tacking

Each Lender must perform its obligations under the Secured Debt Documents, including any obligation to make available further advances

15.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Secured Party may open a new account with a Chargor
- (b) If the Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to the Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability

15.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Secured Debt Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when:

- (a) the Declared Default Date has occurred; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

15.5 Notice of assignment

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in any other Secured Debt Document.

16. RELEASE

At the end of the Security Period, the Secured Parties must, at the request and cost of a Chargor, promptly take whatever action is necessary to release its Security Assets from this Security

17. CHANGES TO PARTIES

- (a) No Chargor may assign or transfer any of its rights or obligations under this Deed, without the prior consent of the Security Agent, except as permitted by the Secured Debt Documents.
- (b) The Security Agent may assign any of its rights and transfer any of its rights or obligations under this Deed, in the manner permitted under the Secured Debt Documents. No Chargor's consent is required for any such assignment or transfer.

18. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

19. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1

CHARGORS AND RELEVANT COMPANIES

Charge	Charge registered number	Relevant Company	Relevant Charge registered number	Charge
All3Media Intermediate Limited (England)	05860309	All3Media Finance Limited	05860159	100
All3Media Finance Limited (England)	05860159	All3Media Group Limited	04823611	100
All3Media Limited (England)	04782820	All3Media International Limited	03203247	100
All3Media Group Limited (England)	04823611	All3Media Limited	04782820	100
All3Media Limited (England)	04782820	Bentley Productions Limited	01823410	100
Company Television Limited (England)	03522155	Company Films Limited	03521769	100
Company Television Limited (England)	03522155	Company Productions (North) Limited	03838018	100
Company Television Limited (England)	03522155	Company Productions Limited	04206278	100
All3Media Limited (England)	04782820	Company Television Limited	03522155	100
Company Television Limited (England)	03522155	Company Television Productions Limited	03733209	100
The Lime Pictures Holding Company Limited (England)	01588828	Conker Media Limited	03940723	100
The Lime Pictures Holding Company Limited (England)	01588828	Lime Pictures (Drama) Limited	03140051	100
Mersey Acquisitions Limited (England)	05470620	Lime Pictures Group Limited	04410230	100

The Lime Pictures Holding Company Limited (England)	01588828	Lime Pictures Limited	03068324	100
All3Media Limited (England)	04782820	Mersey Acquisitions Limited	05470620	100
Optomen Television Limited (England)	02280184	One Potato Two Potato Limited	06572441	51
All3Media Limited (England)	04782820	One Potato Two Potato Limited	06572441	49
Tidy Television Limited (England)	05495886	Optomen Television Limited	02280184	100
All3Media Limited (England)	04782820	Studio Lambert Limited	06461004	100
Lime Pictures Group Limited (England)	04410230	The Lime Pictures Holding Company Limited	01588828	100
All3Media Limited (England)	04782820	Tidy Television Limited	05495886	100
All3Media USA, Inc (US)	46-148886 (EIN) / 5241186 (DE)	All3Media USA Limited	08304115	100

SIGNATORIES

Chargor

EXECUTED AS A DEED by

ALL3MEDIA INTERMEDIATE LIMITED

acting by

)

)

)

[REDACTED UNDER S859G OF THE COMPANIES ACT
2006]

Director

In the presence of: [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Witness's signature:

Name: *Charlotte Noll*

Address: *Clifford Chance*
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Chargor

**EXECUTED AS A DEED by
ALL3MEDIA FINANCE LIMITED
acting by**

)
)
)

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Director

In the presence of:

Witness's signature: [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Name: **Charlotte Holt**

Address: **Clifford Chance**
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Chargor

EXECUTED AS A DEED by
ALL3MEDIA LIMITED
acting by

)
) [REDACTED UNDER S859G OF THE COMPANIES ACT
) 2006]

Director

In the presence of:

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Witness's signature:

Name: *Charlotte Molt*

Address: ~~Clifford Chance~~
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Chargor

**EXECUTED AS A DEED by
ALL3MEDIA GROUP LIMITED
acting by**

)
) [REDACTED UNDER S859G OF THE COMPANIES ACT
) 2006]

Director

In the presence of:

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Witness's signature:

Name: *Charlotte Holt*

Address:*Clifford Chance*.....

Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Chargor
EXECUTED AS A DEED by) [REDACTED UNDER S859G OF THE COMPANIES ACT
COMPANY TELEVISION LIMITED) 2006]
acting by)

Director

In the presence of: [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Witness's signature:

Name: Charlotte Holt

Address: Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Chargor

EXECUTED AS A DEED by
THE LIME PICTURES HOLDING
COMPANY LIMITED
acting by

)
)
)
)

[REDACTED UNDER S859G OF THE COMPANIES ACT
2006]

Director

In the presence of.

Witness's signature: [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Name: *Charlotte Holt*

Address: Clifford Chance.....
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Chargor

EXECUTED AS A DEED by

MERSEY ACQUISITIONS LIMITED

acting by

)
)
)

[REDACTED UNDER S859G OF THE COMPANIES ACT
2006]

Director

In the presence of: [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Witness's signature:

Name: *Charlotte Holt*

Address:
Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Chargor

EXECUTED AS A DEED by

OPTOMEN TELEVISION LIMITED

acting by

)

)

)

[REDACTED UNDER S859G OF THE COMPANIES ACT

2006]

Director

In the presence of: [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Witness's signature:

Name: **Charlotte Hou**

Address: **Clifford Chance**
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Chargor
EXECUTED AS A DEED by
TIDY TELEVISION LIMITED
acting by

)
) [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]
)

Director

In the presence of: [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Witness's signature:

Name: *Charlotte Molt*

Address: *Clifford Chance*.....
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Chargor
EXECUTED AS A DEED by
LIME PICTURES GROUP LIMITED
acting by

)
) [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]
)

Director

In the presence of: [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Witness's signature:

Name: Charlotte Holt

Address: Clifford Chance
..... Limited Liability Partnership
..... 10 Upper Bank Street
..... London E14 5JJ

Chargor

EXECUTED AS A DEED by

ALL3MEDIA USA, INC

acting by

)

)

)

[REDACTED UNDER S859G OF THE COMPANIES ACT
2006]

Director

In the presence of: [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Witness's signature:

Name: *Charlotte Holt*

Address: *Clifford Chance*
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Security Agent

THE ROYAL BANK OF SCOTLAND PLC

By [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

(signature page to the continuing obligor English share security)