



Registration of a Charge

Company Name: **TECHNICOLOR CREATIVE STUDIOS UK LTD**

Company Number: **01191228**



Received for filing in Electronic Format on the: **03/01/2023**

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Details of Charge

Date of creation: **21/12/2022**

Charge code: **0119 1228 0014**

Persons entitled: **GOLDMAN SACHS BANK EUROPE SE**

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CHARLOTTE HILL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1191228

Charge code: 0119 1228 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2022 and created by TECHNICOLOR CREATIVE STUDIOS UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2023 .

Given at Companies House, Cardiff on 4th January 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Roll of Deeds No.

K 5774/22

DONE

in Munich on 21st December 2022

before me, Stephanie Häuslmeier, Notary assessor, as officially appointed representative of
notary

Sebastian Herrler

with official seat in

Brienner Str. 13, 80333 Munich,

appeared today:

1. Ms. Clara Antonia Wrede, born on 09/07/1993, with business address at c/o KIRK-
LAND & ELLIS INTERNATIONAL LLP, Maximilianstrasse 11, 80539 Munich, identi-
fied by her Identity Card,

not acting in her own name, but - at the exclusion of any personal liability – on behalf
of

a)

THE MILL (FACILITY) LIMITED, a private limited company incorporated under the
laws of England and Wales with registered address 11-14 Windmill Street, London,
England, W1T 2JG with company number 03390258,

b)

TECHNICOLOR CREATIVE STUDIOS UK LTD., a private limited company incorpo-
rated under the laws of England and Wales with registered address 16 Great Queen
Street, Covent Garden, London, England, WC2B 5AH with company number
01191228,

c)

THE MILL BERLIN GMBH, a limited liability company (*Gesellschaft mit beschränkter
Haftung*) organised under the laws of the Federal Republic of Germany, registered in
the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Charlot-
tenburg under registration number HRB 206242 B,

from a) to c) each pursuant to a power of attorney, copies of which were available
during the notarization of this deed, promising to submit the originals subsequently
and a certified copy of which shall be attached to this deed.

2. Dr. Laura Frömel, born on 08/07/1995, with business address at c/o Allen & Overy
LLP, Maximilianstraße 35 C, 80539 Munich, identified by her Identity Card ,

not acting in her own name, but - at the exclusion of any personal liability – on behalf
of

GOLDMAN SACHS BANK EUROPE SE, a European stock corporation, with domi-
cile in Frankfurt am Main, business address: Marienturm, Taunusanlage 9-10, 60329
Frankfurt am Main, registered with the commercial register at the local court of Frank-
furt am Main under registration number HRB 114190,

pursuant to a power of attorney, the original of which was available during the nota-
rization of this deed, a certified copy of which is attached to this deed.

The persons appearing do not assume personal responsibility for the validity and effective-
ness of their respective power of attorney.

The notary deputy pointed out that sections 170 et seqq. German Civil Code do not apply if a power of attorney is not presented as an original. She further pointed out that she could not finally verify the power of representation of all parties present. Nonetheless the persons appearing requested immediate notarization.

The persons appearing requested this deed to be recorded in the English language. The acting notary deputy who is in sufficient command of the English language ascertained that the persons appearing are also in sufficient command of the English language. After having been instructed by the acting notary deputy, the persons appearing waived their rights to obtain the assistance of a sworn interpreter and to obtain a certified translation of this deed.

The question of the notary deputy concerning prior involvement "*Vorbefassung*" within the meaning of section 3 sub-section 1 no. 7 of the German Notarisation Act "*Beurkundungsgesetz*" was denied by the persons appearing.

The references to other agreements in Sections (A) – (C) are not technical references within the meaning of section 13a German Act on Notarizations.

Thus said the persons appearing declared the following with the request for notarisation:

SHARE PLEDGE AGREEMENT
(*VERPFÄNDUNG VON GESCHÄFTSANTEILEN*)

21 December 2022

between

THE MILL (FACILITY) LIMITED
TECHNICOLOR CREATIVE STUDIOS UK LTD.
as Pledgors

and

GOLDMAN SACHS BANK EUROPE SE
as International Security Agent and Pledgee

and

THE MILL BERLIN GMBH
as Pledged Company

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THIS AGREEMENT (the **Agreement**) is made on 21st December 2022

BETWEEN:

- (1) **THE MILL (FACILITY) LIMITED**, a private limited company incorporated under the laws of England and Wales with registered address 11-14 Windmill Street, London, England, W1T 2JG with company number 03390258, as pledgor (the **Pledgor 1**);
- (2) **TECHNICOLOR CREATIVE STUDIOS UK LTD.**, a private limited company incorporated under the laws of England and Wales with registered address 16 Great Queen Street, Covent Garden, London, England, WC2B 5AH with company number 01191228, as pledgor (the **Pledgor 2** and together with the Pledgor 1, the **Pledgors**);
- (3) **GOLDMAN SACHS BANK EUROPE SE** as pledgee and Administrative Agent, Collateral Agent and International Security Agent for itself and for the other Secured Parties (each as defined below) (including its respective legal successors, whether by way of transfer and assignment or otherwise, the **International Security Agent**); and
- (4) **THE MILL BERLIN GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany, registered in the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Charlottenburg under registration number HRB 206242 B, as pledged company (the **Pledged Company**).

The Pledgor 1, the Pledgor 2, the Pledged Company and the International Security Agent are together referred to as the **Parties**.

WHEREAS:

- (A) Reference is made to that certain credit agreement dated as of 15 September 2022 among Technicolor Creative Studios SA as parent borrower (the **Parent Borrower**), Technicolor Creative Services USA, Inc. as co-borrower (the **Co-Borrower**), the Lenders party thereto from time to time, Goldman Sachs Bank Europe SE as sole lead arranger and sole bookrunner and Goldman Sachs Bank Europe SE as Administrative Agent, Collateral Agent and Swing Line Lender (each as defined below) (as amended, restated, supplemented and/or otherwise modified from time to time, the **Initial First Lien Credit Agreement**).
- (B) Reference is further made to that certain intercreditor agreement dated as of 15 September 2022 among Goldman Sachs Bank Europe SE as initial first lien representative and initial first lien collateral agent, the International Security Agent, the Parent Borrower, the Co-Borrower and other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the **Intercreditor Agreement**). The Intercreditor Agreement (section 10.18 (Parallel Debt) thereof in conjunction with Schedule 10 (Parallel Debt) thereof) provides, among others, for an obligation of each relevant Obligor (as defined below) to pay to the International Security Agent as an independent and separate creditor sums equal to and in the currency of each amount payable by that Obligor owing from time to time to any Secured Party under the Initial First Lien Loan Documents and the Other Secured Debt Documents (including, in each case, any Guarantee) (each as defined below) (such obligations together, each as amended, restated, varied, novated or supplemented from time to time, the **Parallel Debt**). The claims of the International Security Agent arising under or in connection with the relevant Parallel Debt are part of the Secured Obligations (as defined below) and shall be secured by this Agreement and the security interests constituted pursuant thereto.
- (C) Reference is further made to that certain parallel debt agreement dated on or about the date hereof among the Parent Borrower, the Co-Borrower, certain subsidiaries of the Parent Borrower from time to time and the International Security Agent (acting for itself and for and on behalf of the other Secured

Parties) (as amended, restated, supplemented or otherwise modified from time to time, the **Parallel Debt Agreement**). The Parallel Debt Agreement (section 2 (Parallel Debt) thereof) provides, among others, for an obligation of each relevant Obligor (as defined below) to pay to the International Security Agent as an independent and separate creditor sums equal to and in the currency of each amount payable by that Obligor owing from time to time to any Secured Party under the Initial First Lien Loan Documents, the Secured Hedge Agreements, the Secured Cash Management Agreements and the Other Secured Debt Documents (including, in each case, any Guarantee) (each as defined below) (such obligations together, each as amended, restated, varied, novated or supplemented from time to time, the **Additional Parallel Debt**). The claims of the International Security Agent arising under or in connection with the relevant Additional Parallel Debt are part of the Secured Obligations (as defined below) and shall be secured by this Agreement and the security interests constituted pursuant thereto.

- (D) It is a condition under the Initial First Lien Credit Agreement for making and maintaining of the credit facilities available to the Borrowers that the Pledgors enter into this Agreement. The security interests created under or pursuant to this Agreement will be administered by the International Security Agent for itself and the other Secured Parties (as defined below).
- (E) It is further envisaged that, subsequent to the conclusion of this Agreement, the Pledgor 2 may acquire all or part of the Shares and therefore enters into this Agreement as a pledgor and future shareholder of the Pledged Company.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

Acceleration Event means the Administrative Agent and/or any other relevant Secured Party (or any group or class of Secured Parties) exercising any of the rights conferred to it following the occurrence of an Event of Default which is continuing.

Additional Parallel Debt has the meaning given to it in Recital (C) above.

Administrative Agent means Goldman Sachs Bank Europe SE in its capacity as administrative agent (together with its permitted successors and assigns in such capacity) under the Initial First Lien Loan Document or any additional individual or institution selected by the Administrative Agent in its sole discretion as a separate trustee, co-trustee, administrative agent, collateral agent, administrative sub-agent or administrative co-agent (each such additional individual or institution, a **Supplemental Administrative Agent**).

Affiliate means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified by possession, directly or indirectly, of the power to direct or cause the direction of the management policies of Person, whether through the ability to exercise voting power, or by contract.

Agents means, collectively, the Administrative Agent, the Collateral Agent and the Supplemental Administrative Agent (if any).

Borrowers means the Parent Borrower and the Co-Borrower and any other person or entity which is or becomes a borrower under the Initial First Lien Credit Agreement from time to time.

Business Day means any day that is not a Saturday, Sunday or other day on which commercial banks in Paris, France and Frankfurt am Main, Germany, are authorized or required by law to remain closed.

Cash Management Agreement means any agreement to provide to the Parent Borrower or any Restricted Subsidiary cash management services for treasury and/or cash management services, including controlled disbursement services, overdraft and related liabilities arising from treasury, depository, electronic funds transfer services, credit or debit card, purchasing card, or cash management services or any automated clearing house transfers of funds or any foreign exchange facilities.

Cash Management Bank means any financial institution providing treasury, depository, credit or debit card, purchasing card, and/or cash management services or automated clearing house transactions to the Parent Borrower or any Restricted Subsidiary or conducting any automated clearing house transfers of funds which, in each case, agrees to be bound by the provisions of the Intercreditor Agreement.

Closing Date means the date of the Initial First Lien Credit Agreement, i.e. 15 September 2022.

Co-Borrower has the meaning given to it in Recital (A) above.

Collateral Agent means Goldman Sachs Bank Europe SE, in its capacity as collateral agent (together with its permitted successors and assigns in such capacity) under the Loan Documents, or any successor collateral agent appointed under the Initial First Lien Credit Agreement.

Event of Default means any event or circumstance which (i) entitles the Administrative Agent and/or any other relevant Secured Party (or any group or class of Secured Parties) to prematurely cancel all or part of their commitments under the Initial First Lien Credit Agreement and/or any other Secured Document, to declare all or any part of the amounts (or cash-cover in relation to those amounts) outstanding under the Initial First Lien Credit Agreement or any other Secured Document immediately due and payable or payable on demand, to require that the Borrowers provide cash collateral, and/or to exercise or to direct the International Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Initial First Lien Loan Documents and/or any other Secured Document, or (ii) results in automatic acceleration of all or any part of the amounts outstanding, or commitments available, under the Initial First Lien Credit Agreement and/or any other Secured Document.

Excluded Swap Obligation means, with respect to any Guarantor, any Swap Obligation in relation to which all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal or unlawful under the U.S. Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the U.S. Commodity Exchange Act at the time the guarantee of such Guarantor or the grant of such security interest would otherwise have become effective with respect to such related Swap Obligation but for such Guarantor's failure to constitute an "eligible contract participant" at such time.

Existing Shares means any and all shares in the capital of the Pledged Company (irrespective of their nominal value) which the relevant Pledgor holds, as applicable, as at the date hereof.

Future Shares means any and all shares in the capital of the Pledged Company (irrespective of their nominal value) which the relevant Pledgor may acquire or hold in the future, as applicable, in addition to the Existing Shares held by that Pledgor in the Pledged Company from time to time, including in the event of a share transfer, a share split, a share combination, an increase of the registered capital of the Pledged Company (including by way of authorised capital (*genehmigtes Kapital*)) or otherwise.

Guaranty means any guaranty or guaranty supplement made by the Loan Parties and the Collateral Agent.

Hedge Bank means any person or entity that is (i) a Lender, an Agent or an Affiliate of the foregoing at the time it enters into a Secured Hedge Agreement, or (ii) party to a Swap Contract with a Loan Party or any Restricted Subsidiary that is in effect as of the Closing Date, in its capacity as a party thereto which, in each case, agrees to be bound by the provisions of the Intercreditor Agreement.

Initial First Lien Collateral Documents means this Agreement and each of the other agreements, instruments or documents that creates or purports to create a lien or guarantee in favour of the Collateral Agent for the benefit of the Secured Parties.

Initial First Lien Credit Agreement has the meaning given to it in Recital (A) above.

Initial First Lien Guarantors means any person or entity which is or becomes a guarantor under or in respect of the Initial First Lien Credit Agreement and/or the other Initial First Lien Loan Documents including any person or entity listed in Schedule 1 (Current Guarantors).

Initial First Lien Loan Documents means, collectively, (i) the Initial First Lien Credit Agreement, (ii) any promissory note of any Borrower or Borrowers evidencing its indebtedness resulting from the term or revolving credit loans made under the Initial First Lien Credit Agreement, (iii) each Guaranty, (iv) the Initial First Lien Collateral Documents, (v) the Intercreditor Agreement, (vi) the agency fee letter dated as of the Closing Date among the Borrowers and the Administrative Agent and (vii) any application and agreement for the issuance or amendment of any letter of credit issued under the Initial First Lien Credit Agreement (including any alternate currency letter of credit).

Initial First Lien Secured Parties means the Administrative Agent, the Collateral Agent, the Lenders, the L/C Issuers, the Hedge Banks, the Cash Management Banks, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Administrative Agent from time to time.

Intercreditor Agreement has the meaning given to it in Recital (B) above.

L/C Issuer means any Lender (or any of its Subsidiaries or Affiliates) which provides a revolving credit commitment or a revolving credit loan and becomes an L/C Issuer under the Initial First Lien Credit Agreement.

Lenders means any person or entity which is or becomes (and remains) a lender (including for the avoidance of doubt an L/C Issuer and the Swing Line Lender) under the Initial First Lien Credit Agreement from time to time.

Loan Parties means the Borrowers and each Guarantor.

Obligor means each Borrower and each Guarantor (or equivalent person) or any obligor with respect to any Secured Hedge Agreement.

Other Secured Credit Agreement means any credit agreement, indenture or other debt instrument pursuant to which any indebtedness (whether loan, bond or other instrument and whether or not for the purpose of refinancing or replacing any of the foregoing) is issued or guaranteed by any Obligor and which is regulated as a "First Lien Credit Agreement", a "Second Lien Credit Agreement" or a "Secured Hedge Agreement" by the Intercreditor Agreement.

Other Secured Debt Documents means any Other Secured Credit Agreement together with any other agreement or document entered into in connection with the relevant Other Secured Credit Agreement

which, in each case, is regulated as a “First Lien Debt Document” or a “Second Lien Debt Document” by the Intercreditor Agreement.

Other Secured Parties means any person or entity which is or becomes party to the Intercreditor Agreement from time to time in its respective capacity as a Secured Party in relation to the Other Secured Debt Documents (or any of them).

Parallel Debt has the meaning given to it in Recital (B) above.

Parallel Debt Agreement has the meaning given to it in Recital (C) above.

Parent Borrower has the meaning given to it in Recital (A) above.

Pledges means any and all pledges constituted pursuant to this Agreement.

Restricted Subsidiary means any Subsidiary of the Parent Borrower other than an Unrestricted Subsidiary.

Secured Cash Management Agreements means any Cash Management Agreement that is entered into between any Loan Party and any Cash Management Bank, or any guarantee by any Loan Party of any Cash Management Agreement entered into by and between the Parent Borrower or any Restricted Subsidiary and any Cash Management Bank, including the arrangements listed in Schedule 3 (Existing Cash Management Agreements).

Secured Documents means:

- (a) the Initial First Lien Loan Documents;
- (b) the Secured Cash Management Agreements and the Secured Hedge Agreements; and
- (c) the Other Secured Debt Documents.

Secured Hedge Agreement means any Swap Contract that is entered into by and between any Loan Party or any Restricted Subsidiary and any Hedge Bank, including the arrangements listed in Schedule 2 (Existing Hedge Agreements).

Secured Obligations means:

- (a) any and all present, future, actual and/or contingent claims (*Ansprüche*) of whatever nature of the International Security Agent (in whatever capacity) against any or all Obligors (whether solely or jointly or in any other capacity) under or in connection with the Initial First Lien Credit Agreement and any or all of the other Initial First Lien Loan Documents (in each case as amended, restated, varied, novated or supplemented from time to time and notwithstanding any increase, restructuring, deferral or extension, including by way of increase or extension of existing tranches or commitments or funding of any initially unfunded facilities or commitments (including any incremental facility), the making of further advances, the increase of pricing and/or principal or otherwise), including under any Guaranty, the relevant Parallel Debt, the relevant Additional Parallel Debt and/or any other relevant parallel debt structure, in each case, relating to obligations in respect of the Initial First Lien Credit Agreement and the other Initial First Lien Loan Documents (or any of them);
- (b) any and all present, future, actual and/or contingent claims (*Ansprüche*) of whatever nature of the International Security Agent (in whatever capacity) against any or all Obligors (whether solely or jointly or in any other capacity) under or in connection with any Secured Cash

Management Agreement and any Secured Hedge Agreement (in each case as amended, restated, varied, novated or supplemented from time to time and notwithstanding any increase, restructuring, deferral or extension, including by way of increase or extension of existing tranches or commitments or funding of any initially unfunded facilities or commitments (including any incremental facility), the making of further advances, the increase of pricing and/or principal or otherwise), including under any Guaranty, the relevant Parallel Debt, the relevant Additional Parallel Debt and/or any other relevant parallel debt structure, in each case, relating to obligations in respect of any Secured Cash Management Agreement and any Secured Hedge Agreement;

- (c) any and all present, future, actual and/or contingent claims (*Ansprüche*) of whatever nature of the International Security Agent (in whatever capacity) against any or all Obligors (whether solely or jointly or in any other capacity) under or in connection with any or all of the Other Secured Debt Documents (i.e. other than the Initial First Lien Loan Documents) (in each case as amended, restated, varied, novated or supplemented from time to time and notwithstanding any increase, restructuring, deferral or extension, including by way of increase or extension of existing tranches or commitments or funding of any initially unfunded facilities or commitments (including any incremental facility), the making of further advances, the increase of pricing and/or principal or otherwise), including under any Guaranty, the relevant Parallel Debt, the relevant Additional Parallel Debt and/or any other relevant parallel debt structure, in each case, relating to obligations in respect of such Other Secured Debt Documents (or any of them),

in each case together with any claims based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*) as well as any claims arising from the insolvency administrator's discretion to perform contractual obligations according to section 103 of the German Insolvency Code (*Insolvenzordnung*) and all interest, fees and expenses accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganisation or like proceeding, relating to any Loan Party or any Subsidiary, whether or not a claim for post-filing or post-petition interest, fees or expenses is allowed in such proceeding.

Secured Parties means:

- (a) the Initial First Lien Secured Parties;
- (b) the Hedge Banks and Cash Management Banks; and
- (c) the Other Secured Parties,

in each case including, for the avoidance of doubt, the Administrative Agent and the International Security Agent, as the context requires.

Security Period means the period beginning on the date hereof and ending on the date on which (i) no Obligor is under any commitment, obligation or liability pursuant to the Secured Documents (whether actual or contingent) to make any advances or provide financial accommodation to any of the Secured Parties and (ii) all of the Secured Obligations have been unconditionally, finally and irrevocably paid, performed and discharged in full.

Shares means the Existing Shares and the Future Shares.

Subsidiary means a corporation, company, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially

owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person.

Swap Contract means an agreement with respect to:

- (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and
- (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a **Master Agreement**), including any such obligations or liabilities under any Master Agreement.

Swing Line Lender means Goldman Sachs Bank Europe SE, in its capacity as provider of swing line loans under the Initial First Lien Credit Agreement, or any successor swing line lender thereunder.

Unrestricted Subsidiary means (i) any Subsidiary of the Parent Borrower (other than the Co-Borrower) designated by the Parent Borrower as an Unrestricted Subsidiary under the Initial First Lien Credit Agreement subsequent to the date hereof and (iii) any Subsidiary of an Unrestricted Subsidiary.

1.2 Construction

- (a) Where the context so admits, the singular includes the plural and vice versa.
- (b) The headings in this Agreement are for convenience only and are to be ignored in construing this Agreement.
- (c) Unless a contrary indication appears, any reference in this Agreement to:
 - (i) a **Clause**, a **Sub-Clause**, a **Paragraph** or a **Schedule** is a reference to a clause, sub-clause or paragraph of, or schedule to, this Agreement;
 - (ii) **promptly** is to be construed as "*unverzüglich*" (without undue delay) within the meaning of section 121 paragraph 1 of the German Civil Code (*Bürgerliches Gesetzbuch*); and
 - (iii) **including** is to be construed as "including, without limitation".
- (d) Any reference in this Agreement to a defined document is a reference to that defined document as amended, restated, varied, novated or supplemented from time to time and includes any annexes and schedules thereto.
- (e) Any reference to a party or other person (including a Loan Party or a Secured Party) includes its respective successor(s) in law (including any universal successor (*Gesamtrechtsnachfolger*) of that person by way of merger (*Verschmelzung*) or any other reorganisation contemplated in the German

Transformation Act (*Umwandlungsgesetz*) or otherwise) and any assign(s) and transferee(s) of that person and, to the extent legally possible, any legal provision to the contrary is waived.

- (f) This Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translations of this Agreement. However, where a German translation of a word or phrase appears in this Agreement, that translation shall prevail.
- (g) As a matter of precaution only and for the avoidance of any doubt, the Parties confirm and agree that, unless to the extent notarial form is required by mandatory law, a lack of notarial form shall not result in voidness (*keine Nichtigkeit gemäß § 125 Satz 2 Bürgerliches Gesetzbuch*) of any provision of this Agreement.

2. PLEDGE

2.1 Pledged Shares

- (a) As at the date hereof, the Pledgor 1 is the sole shareholder of the Pledged Company and registered as such in the shareholders list (*Gesellschafterliste*) of the Pledged Company as filed (*aufgenommen*) with the commercial register (*Handelsregister*).
- (b) The total registered share capital (*Stammkapital*) of the Pledged Company amounts to EUR 25,000.00 (in words: twenty five thousand euros), is fully paid in and consists exclusively of one (1) share in an amount of EUR 25,000.00, held by the Pledgor 1. At present, there are no other shares in the Pledged Company.

2.2 Constitution of Pledge

- (a) Each Pledgor hereby pledges (*verpfändet*) any and all Shares held by it from time to time in the Pledged Company, together with all ancillary rights and claims pertaining thereto as more particularly specified in Clause 4 (Scope of the Pledges), to the International Security Agent.
- (b) The International Security Agent hereby accepts the Pledges.

2.3 Independent Pledges

- (a) The Pledges shall be independent from, and in addition and without prejudice to, any other security which the International Security Agent (or any other Secured Party) may now or hereafter hold in respect of the relevant Secured Obligations.
- (b) This Agreement shall create a continuing security interest and no change or amendment whatsoever in any Initial First Lien Loan Document, Secured Cash Management Agreement, Secured Hedge Agreement, Other Secured Debt Document or any document or agreement related thereto shall affect the validity or limit the scope of this Agreement or the obligations which are imposed on the Pledgors pursuant to it.
- (c) The Parties agree that nothing in this Agreement shall exclude a transfer of all or part of the Pledges by operation of law upon the transfer or assignment including by way of assumption (*Vertragsübernahme*) of all or part of the relevant Secured Obligations by the International Security Agent to any successor collateral or security agent under the Intercreditor Agreement and/or the Initial First Lien Credit Agreement.

3. SECURITY PURPOSE

- (a) The Pledges are constituted in order to secure the prompt, full and final discharge of any and all Secured Obligations, provided that any Excluded Swap Obligation shall not be secured by the Pledges. The Pledges shall also cover any future extension, prolongation, increase or other amendment or modification of the relevant Secured Obligations and the Parties hereby agree that the provisions of section 1210 paragraph 1 sentence 2 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply to this Agreement and the Pledges.
- (b) Each Pledgor hereby agrees that the Pledges shall not be affected by any assumption of liability (including by way of *Schuldübernahme* within the meaning of section 418 paragraph 1 sentence 3 of the German Civil Code (*Bürgerliches Gesetzbuch*) (including when applied by analogy) or otherwise) in relation to any of the Secured Obligations and hereby expressly consents (*willigt ein*) to any such assumption of liability.

4. MEMBERSHIP RIGHTS

4.1 Extent of the Pledges

The Pledges constituted by this Agreement include the present and future rights to:

- (a) receive and/or withdraw (subject to Clause 4.2 (Entitlement to Receive Dividend Payments)) dividends and any other similar cash payments and other forms of profit distribution and the right, if any, to participate in capital increases in respect of the Shares;
- (b) receive liquidation proceeds, consideration for redemption (*Einziehungsentgelt*), repaid capital in relation to a capital decrease, any compensation in the case of termination (*Kündigung*) and/or withdrawal (*Austritt*) and/or expulsion (*Ausschluss*) and/or exclusion for good cause (*Ausschluss aus wichtigem Grund*) of a shareholder of the Pledged Company, the surplus in case of surrender (*Preisgabe*), the repayment claim for any additional capital contribution (*Nachschüsse*) and all other pecuniary claims associated with the Shares; and
- (c) subscribe for newly issued shares of the Pledged Company,

as well as any and all pecuniary claims of the Pledgors against the Pledged Company, including arising under or in connection with any domination and/or (partial) profit transfer agreement (*Beherrschungs- und/oder (Teil-)Gewinnabführungsvertrag*) between the Pledgors and the Pledged Company from time to time.

4.2 Entitlement to Receive Dividend Payments

- (a) Unless and until an Acceleration Event has occurred and is continuing and the International Security Agent has given written notice to the Pledgors of the International Security Agent's intention to exercise its rights under this Agreement, the Pledgors shall be entitled to receive and retain all cash dividend payments and any other similar cash payments in respect of the relevant Shares (including, for the avoidance of doubt, under or in connection with any domination and/or (partial) profit transfer agreement (*Beherrschungs- und/oder (Teil-)Gewinnabführungsvertrag*) referred to in Clause 4.1 (d) (Extent of the Pledges)) (without limitation or prejudice to the Pledgors' obligations under the Initial First Lien Loan Documents and/or the other Secured Documents).
- (b) Upon the occurrence of an Acceleration Event which is continuing and the International Security Agent giving written notice to the Pledgors of the International Security Agent's intention to exercise its rights under this Agreement:

- (i) all dividends paid or payable (other than in cash) and any other property received, receivable or otherwise distributed in respect of or in exchange for the Shares;
 - (ii) all dividends or other distributions or payments paid or payable in cash in respect of the Shares in connection with the partial or total liquidation or dissolution of the Pledged Company or in connection with the reduction of the amount of the registered share capital of the Pledged Company; and
 - (iii) all cash paid, payable or otherwise distributed in respect of the principal of, or in redemption of, or in exchange for the Shares (including, for the avoidance of doubt, under or in connection with any domination and/or (partial) profit transfer agreement (*Beherrschungs- und/oder (Teil-)Gewinnabführungsvertrag*) referred to in Clause 4.1 (d) (Extent of the Pledges)),
- (iv) shall be forthwith delivered to the International Security Agent and held as security. If such proceeds or property are received by the Pledgors, they shall be received as trustee for the benefit of the International Security Agent and the other Secured Parties and shall be segregated from other property or funds of the Pledgors and shall be forthwith delivered to the International Security Agent as security in the form so received.
- (c) Provided that the requirements for enforcement referred to in Clause 8 (Enforcement of the Pledges) are met, all dividends and other payments based on similar ancillary rights attributed to the Shares may be applied by the International Security Agent in satisfaction in whole or in part of the Secured Obligations.

4.3 Exercise of Membership Rights

The membership rights (other than those referred to in Clause 4.1 (Extent of the Pledges)), including for the avoidance of doubt the voting rights attached to the relevant Shares, remain with the Pledgors. Even if the requirements for enforcement referred to in Clause 8 (Enforcement of the Pledges) are met, the International Security Agent shall not, whether as proxy or otherwise, be entitled to exercise the voting rights attached to the Shares for itself or on behalf of any of the Secured Parties or give any instructions to the Pledgors in relation to such membership rights. Each Pledgor must at all times during the Security Period, in exercising its membership rights, act in good faith to ensure that the Pledges do not cease to exist.

5. NOTIFICATION OF PLEDGE

- (a) Each Pledgor and the International Security Agent hereby notify the Pledged Company of the Pledges, including (to the extent applicable) pursuant to section 1280 of the German Civil Code (*Bürgerliches Gesetzbuch*).
- (b) The Pledged Company hereby acknowledges the Pledges and confirms that to the date hereof no other pledge nor security transfer, sale or other disposal or encumbrance of, or over, its Shares has been notified to it.

6. REPRESENTATIONS AND WARRANTIES

Each Pledgor hereby represents and warrants in respect of itself, the shares pledged by it and the Pledged Company that the following is true and accurate as at the date hereof:

- (a) the statements in Clause 2.1 (Pledged Shares) with respect to the Pledgor 1 and the Pledged Company are complete and correct;

- (b) without limitation or prejudice to the Pledgors' rights and obligations under the Initial First Lien Credit Agreement and/or the other Secured Documents, the Shares are free and clear of any encumbrance or other right, title, adverse claims or interest of any person; and
- (c) there is no obligation for the Pledgors to make any contributions with respect to the Existing Shares (either in kind or in cash).

7. UNDERTAKINGS OF THE PLEDGORS

7.1 Positive Undertakings

At all times during the Security Period, each Pledgor undertakes to:

- (a) inform the International Security Agent promptly of any change made in the shareholding or the registered share capital (*Stammkapital*) or the articles of association (*Satzung*) of the Pledged Company (without prejudice to Clause 7.2 (c) (Negative Undertakings)) that would materially adversely affect the Pledges and to promptly deliver to the International Security Agent a copy of the updated shareholders list (*Gesellschafterliste*) and a copy of the amended articles of association, both as filed (*aufgenommen*) with the commercial register (*Handelsregister*);
- (b) effect promptly any payments or contributions in kind to be made in respect of calls made on Future Shares, in its capacity as shareholder of the Pledged Company; and
- (c) inform the International Security Agent promptly of any attachments (*Pfändungen*) in respect of the Shares or any other measures which may impair or materially jeopardise the International Security Agent's rights relating to the Shares. In the event of any such attachment, each Pledgor shall provide the International Security Agent promptly with a copy of the attachment order (*Pfändungsbeschluss*) and all other documents which are requested by the International Security Agent and which are necessary for a defence against such attachment. In addition, the Pledgors shall promptly inform the attaching creditor of the existence and effect of this Agreement.

7.2 Negative Undertakings

At all times during the Security Period and without limitation or prejudice to the Pledgors' rights and obligations under the Initial First Lien Credit Agreement and the other Secured Documents, each Pledgor undertakes:

- (a) not to sell, transfer, assign, encumber or otherwise dispose of any of the Shares (or any part thereof) or any interest therein or agree to do so;
- (b) not to change the articles of association (*Satzung*) of the Pledged Company in a way that would restrict or prohibit the transfer of the Shares (or any of them); and
- (c) not to resolve or otherwise approve the issuance of new shares in the Pledged Company to any party other than the Pledgors unless such party has prior to that transfer granted a pledge over any such shares in favour of the Secured Parties and substantially under the same terms and conditions as provided for in this Agreement.

8. ENFORCEMENT OF THE PLEDGES

- (a) At any time after the occurrence of an Event of Default if, in addition, the requirements set forth in sections 1273, 1204 et seq. of the German Civil Code (*Bürgerliches Gesetzbuch*) with regard to the

enforcement of pledges are met (*Pfandreife*), the International Security Agent may enforce the Pledges (or any part thereof) and the other security interests constituted pursuant to this Agreement by way of public auction (*öffentliche Versteigerung*) and/or in any way permitted under the laws of the Federal Republic of Germany waiving the requirements set out in section 1277 of the German Civil Code (*Bürgerliches Gesetzbuch*) (including the requirement of any prior enforceable title judgment or other instrument (*vollstreckbarer Titel*)).

- (b) The International Security Agent shall notify the Pledgors of its intention to enforce the relevant Pledges (or any part thereof) by giving the Pledgors not less than five (5) Business Days' prior notice (*Androhung*). Such notice shall not be required if it is inappropriate (*untunlich*).
- (c) The International Security Agent may at its sole discretion determine which of several security interests (*persönliche und dingliche Sicherheiten*) created under this or any other agreements shall be realised to satisfy the relevant Secured Obligations. In case of an enforcement by way of public auction (*öffentliche Versteigerung*) the International Security Agent may at its sole discretion determine the place in the Federal Republic of Germany where such public auction shall be held.
- (d) In addition, the International Security Agent shall be entitled to enforce all of the Pledges *uno actu* and by way of a single public auction (*Gesamtversteigerung*) (or in any other way permitted under the laws of the Federal Republic of Germany). By waiving any and all rights of the Pledgors pursuant to section 1230 sentence 2 of the German Civil Code (*Bürgerliches Gesetzbuch*) the International Security Agent is entitled to enforce more Pledges than are required to satisfy the Secured Obligations. The International Security Agent shall in its sole discretion (taking into account the legitimate interests of the Pledgors) determine whether it enforces the Pledges separately or all of the Pledges by acceptance of a single tender (or in any other way permitted under the laws of the Federal Republic of Germany).
- (e) In case of an enforcement of the Pledges (or any part thereof), section 1225 of the German Civil Code (*Bürgerliches Gesetzbuch*) (legal subrogation of claims to a pledgor (*Forderungsübergang auf den Verpfänder*)) shall not apply and no rights or claims of the International Security Agent shall pass to the relevant Pledgor.

9. WAIVERS AND SUBROGATION

9.1 Waiver of Defences

Each Pledgor hereby waives all defences (*Einwendungen*) it may have pursuant to sections 1211, 770 paragraphs 1 and 2 of the German Civil Code (*Bürgerliches Gesetzbuch*), including the defences of revocation (*Anfechtbarkeit*), set-off (*Aufrechenbarkeit*) and comparable defences under any other applicable law. The waiver shall not apply to set-off with counterclaims that are uncontested (*unbestritten*) or based on an unappealable court decision (*rechtskräftig festgestellt*).

9.2 Immediate Recourse

Each Pledgor hereby waives any right it may have of first requiring the International Security Agent or any other Secured Party to proceed against or enforce any other rights or security or claim for payment from any person prior to enforcing the rights under this Agreement (*Verzicht auf Einrede der Vorausklage*).

9.3 No Subrogation

- (a) In addition to Clause 8 (e) (Enforcement of the Pledges) the Parties hereby agree that no rights and claims shall pass to or otherwise arise for the benefit of the Pledgors by subrogation (*gesetzlicher Übergang von Forderungen und Rechten*) or otherwise, including any recourse or indemnification

claims, claims arising from unjust enrichment (*ungerechtfertigte Bereicherung*) and any right to demand the assignment and/or transfer of any Secured Obligation and/or security, against any Loan Party, security grantor or Secured Party (as the case may be) which it may (but for this Clause 9.3) acquire as a result of:

- (i) a payment or repayment by the Pledgors of any debt of any other Loan Party under any Loan Document and/or any other Secured Document; or
- (ii) in case of enforcement of the Pledges (or any part thereof).

Each Pledgor furthermore undertakes not to exercise (*pactum de non petendo*) or purport to exercise any such rights and claims which may pass to it or otherwise arise for its benefit notwithstanding this Clause 9.3 or would pass to it or otherwise arise for its benefit but for this Clause 9.3.

10. TERMINATION

10.1 Final Discharge

Subject to any release of all or any part of the security interest created hereunder pursuant to and in accordance with Clause 11 (Release of Security), the Pledges shall remain in full force and effect until the full and final satisfaction and discharge of all Secured Obligations. The Pledges shall not cease to exist if any payments made in satisfaction of the Secured Obligations (or any of them) have only temporarily discharged such Secured Obligations.

10.2 Payments Avoided

If an amount paid to a Secured Party under any Initial First Lien Loan Document and/or any other Secured Document is capable of being avoided or otherwise set aside on the liquidation, administration, winding-up or other similar proceedings in the jurisdiction of the person by whom such payment was made,

- (a) then such amount shall not be considered to have been finally and irrevocably paid for the purposes hereof; and
- (b) each Pledgor (i) undertakes to do all such things as the International Security Agent reasonably requires in order to reinstate the Pledges granted hereunder at its own expense and (ii) waives all defences (*Einwendungen*) which it may have against the claim of the International Security Agent to reinstate the Pledges granted hereunder.

10.3 Incorrect Information

- (a) The Pledges shall not be affected and shall in any event extend to any and all Shares held by the Pledgors in the Pledged Company even if the number or nominal value of the Shares or the stated share capital of the Pledged Company as stated in Clause 2.1 (Pledged Shares) are inaccurate and deviate from the actual facts.

11. RELEASE OF SECURITY

11.1 Prior to Full Satisfaction

If the International Security Agent is obliged to release all or part of the security granted under the Security Documents due to mandatory German law and is requested to do so by the Pledgors prior to the end of the Security Period, the International Security Agent may, at its discretion, determine which part of the security may be released.

11.2 After Full Satisfaction

- (a) The Parties are aware that the Pledges are accessory rights (*akzessorische Sicherheiten*) and as such will expire automatically by operation of law once all Secured Obligations have been irrevocably repaid in full.
- (b) After the full and final satisfaction and discharge of all Secured Obligations, the International Security Agent shall, at the request of the Pledgors, arrange for the execution and delivery to the Pledgors of a written acknowledgement of satisfaction of the Secured Obligations and termination of this Agreement (other than any indemnity referred to herein which shall survive such termination) and stating that the Pledges are released. This shall not apply to the extent that a third party is legally entitled to the Pledges (or any part thereof). The Pledgors shall reimburse the International Security Agent for all out of pocket expenses (including legal fees), if any, incurred in connection with the acknowledgement referred to above.

12. COSTS AND EXPENSES

Any notarial fees and expenses incurred in connection with this Agreement shall be borne by the Pledgors.

13. AMENDMENTS

Changes and amendments to and waivers of this Agreement (including this Clause 13) must be made in writing (and in notarial form if required by law).

14. PARTIAL INVALIDITY; WAIVER

14.1 Invalidity

The Parties agree that, should at any time any provision of this Agreement be or become void (*nichtig*), invalid or due to any reason ineffective (*unwirksam*) this will not affect the validity or effectiveness of the remaining provisions and this Agreement will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue (*darlegen*) and prove (*beweisen*) the parties intent to uphold this Agreement even without the void, invalid or ineffective provision(s), which intent shall be indisputable (*unwiderlegbar*). The invalid or unenforceable provision shall be deemed replaced by such valid and effective provision which in legal and economic terms best meets the intent of the replaced provision. This shall apply analogously with respect to anything which is accidentally not regulated in this Agreement (*Vertragslücke*).

14.2 Waiver

No failure to exercise, nor any delay in exercising, on the part of the International Security Agent, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

15. SUCCESSORS, ASSIGNMENTS AND TRANSFERS

This Agreement shall be binding upon the Parties and, to the extent legally possible, their respective successor(s) in law. The International Security Agent shall, to the extent legally possible, be entitled to assign or otherwise transfer any and all of its rights and duties under this Agreement to third parties (provided that any assignee needs to be bound by the terms of this Agreement). Each Pledgor is entitled to any such transfer with the prior written consent of the International Security Agent only.

16. NOTICES AND LANGUAGE

16.1 Notices

Any notice or communication under or in connection with this Agreement shall be in writing and shall be delivered personally, by post or facsimile to the address or facsimile number of the party and for the attention of the individual or department set out in Schedule 4 (Addresses for Notices) or such other address or facsimile number and addressed to such other individual or department as shall have been provided in writing to the International Security Agent by that Party for this purpose.

16.2 Language

Any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail, provided that if a German term has been inserted in the English text such German term shall prevail.

17. LAW AND JURISDICTION

17.1 Governing Law

The Parties understand that this Agreement is governed by and construed in accordance with the laws of the Federal Republic of Germany.

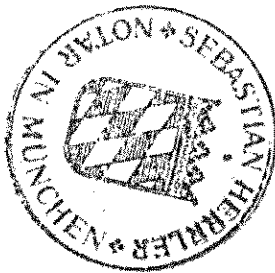
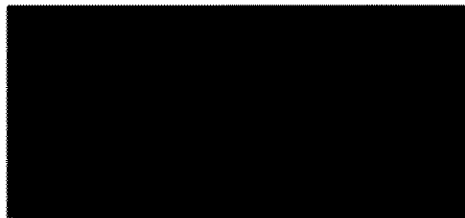
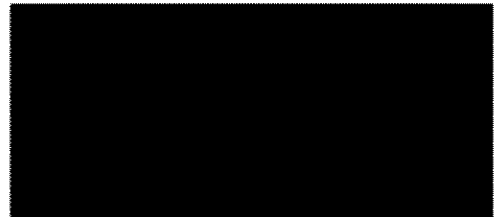
17.2 Jurisdiction

The place of jurisdiction for the parties hereto for disputes arising out of or in connection with this Agreement (including all disputes with regard to non-contractual rights and obligations arising out of or in connection with this Agreement) shall be Frankfurt am Main, Federal Republic of Germany.

18. PROCESS AGENT

Without prejudice to any other mode of service allowed under any relevant law, each Pledgor hereby appoints and authorises the Pledged Company to act as its agent for service of process (the **Process Agent**) with respect to any legal proceedings in connection with this Agreement brought before any German court (*Zustellungsbevollmächtigter*) to which it is or becomes a party and therefore releases the Process Agent from any and all restrictions set forth in section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) and similar restrictions under any other applicable law. The Process Agent hereby accepts its appointment.

This Deed - including its Schedules 1, 2, 3 and 4 – was read out to the persons appearing, approved by them and signed by them and the notary deputy as follows:



Notary representative

SCHEDULE 1
CURRENT GUARANTORS

TECH 6

TECH 7

Mikros Image SAS

The Mill Group Inc.

The Mill (Facility) Limited

Technicolor Canada, Inc.

Technicolor Creative Studios UK Limited

Technicolor Creative Studios SA

Technicolor Creative Services USA, Inc.

Technicolor Animation Productions SAS

SCHEDULE 2
EXISTING HEDGE AGREEMENTS

None.

SCHEDULE 3
EXISTING CASH MANAGEMENT AGREEMENTS

None.

SCHEDULE 4

ADDRESSES FOR NOTICES

To the **Pledgor 1:**

The Mill (Facility) Limited

11-14 Windmill Street, London,
England, W1T 2JG

Attn.: Hunter Simon

Email: hunter.simon@technicolor.com

To the **Pledgor 2:**

Technicolor Creative Studios UK Ltd.

16 Great Queen Street,
Covent Garden, London,
England, WC2B 5AH

Attn.: Martin Uhrik

Email: martin.uhrik@technicolor.com

To the **Pledged Company:**

The Mill Berlin GmbH

Rosa-Luxemburg-Straße 14,
10178 Berlin, Germany

Attn.: Jonathan Davies

Email: Jonathan.davies@technicolor.com

To the **International Security
Agent:**

Goldman Sachs Bank Europe SE

Marienturm Taunusanlage 9-10
60329 Frankfurt am Main
Germany

Attn.: Tanveer Bellari

Email: Agent gs-dallas-adminagency@ny.email.gs.com;
gssbdagencyborrowernotices@ny.email.gs.com

with a copy to:

Goldman Sachs Bank USA
200 West St, New York, NY 10282

Attn.: Bank Debt Portfolio Group

Email: douglas.tansey@gs.com]

POWER OF ATTORNEY

20 December 2022

The Mill (Facility) Limited

a private limited company incorporated under the laws of England and Wales with registered address 11-14 Windmill Street, London, England, W1T 2JG with company number 03390258

(the "**Principal**")

hereby authorises each of

Dr. Michael Berger
Amelie Buchecker
Dr. Marcus Commandeur
Dr. Barbara Dunkel
Lukas Fellhoelter
Viktor Fiekers
Nino Goglidze
Fabrice Hipp
Juliane Hubert
Julia Jung
Dr. Alexander Längsfeld
Wolfgang Nardi
Paul Päfgen
Dr. Johannes Rowold
Jonas Wagener
Dr. Donatus Wang
Clara Wrede
Dr. Tamara Zehentbauer
Ann-Kathrin Ziegler

each with business address at Maximilianstrasse 11, 80539 Munich, Germany and

each of these attorneys-in-fact (collectively referred to as "**Attorneys-in-Fact**") individually, to enter into the following documents (hereinafter together referred to as the "**Documents**") in the name and on behalf of the Principal:

1. a German law governed share pledge agreement between the Principal and Technicolor Creative Studios UK Ltd. as pledgors, Goldman Sachs Bank Europe SE as international security agent and pledgee and The Mill Berlin GmbH as pledged company; and
2. any and all agreements and documents which are or become necessary or required or deemed necessary or required or are useful in connection with the aforementioned document,

(the documents in 1. through 2. together, the "**Documents**").

The Attorneys-in-Fact are also authorised to agree to any amendments to the Documents, and to enter into any agreement and document and do any legal acts, including the giving and receiving of notices, acknowledgements, statements, certificates, declarations and confirmations, which in their view are necessary, required, useful or appropriate in connection with entering into and execution of the Documents and to make and receive all declarations and registrations which are necessary, appropriate or expedient in this context, whether in private written form (*private Schriftform*), text form (*Textform*) or notarial form.

The Attorneys-in-Fact are released from any restrictions on self-dealing imposed by § 181 German Civil Code (*Bürgerliches Gesetzbuch*) and comparable restrictions in other jurisdictions.

The Attorneys-in-Fact shall be authorised to delegate their powers to representatives with the same scope of authority, including the release from the restrictions imposed by § 181 German Civil Code with respect to transactions with third parties.

The Attorneys-in-Fact shall not incur any personal liability in connection with any actions taken under this Power of Attorney. The Principal hereby agrees to ratify and confirm whatsoever the Attorneys-in-Fact shall lawfully do or cause to be done by virtue of this document and to indemnify and hold harmless the Attorneys-in-Fact from any and all losses or liabilities incurred or threatened by reason of having acted under this Power of Attorney save in respect of any loss or liability resulting from wilful misconduct or gross negligence.

In case of doubt, this Power of Attorney shall be interpreted broadly to realise the purpose of its granting.

This Power of Attorney shall be governed by and construed in accordance with the laws of Germany.

[Rest of page left blank intentionally – signature page to follow]

EXECUTED as a DEED

by

The Mill (Facility) Limited

Signature:



Name:


Hunter Simon

Title:

Director

in the presence of:

Witness signature:



Witness name:

VANESSA ISEN

Witness address:



Witness occupation:

 _____

POWER OF ATTORNEY

14 December 2022

The Mill Berlin GmbH

a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany, registered in the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Charlottenburg under registration number HRB 206242 B, with registered office at Rosa-Luxemburg-Straße 14, 10178 Berlin, Germany

(the "**Principal**")

hereby authorises each of

Dr. Michael Berger
Amelie Buchecker
Dr. Marcus Commandeur
Dr. Barbara Dunkel
Lukas Fellhoelter
Viktor Fiekers
Nino Goglidze
Fabrice Hipp
Juliane Hubert
Julia Jung
Dr. Alexander Längsfeld
Wolfgang Nardi
Paul Päfgen
Dr. Johannes Rowold
Jonas Wagener
Dr. Donatus Wang
Clara Wrede
Dr. Tamara Zehentbauer
Ann-Kathrin Ziegler

each with business address at Maximilianstrasse 11, 80539 Munich, Germany and

each of these attorneys-in-fact (collectively referred to as "**Attorneys-in-Fact**") individually, to enter into the following documents (hereinafter together referred to as the "**Documents**") in the name and on behalf of the Principal:

1. a German law governed share pledge agreement between The Mill (Facility) Limited and Technicolor Creative Studios UK Ltd. as pledgors, Goldman Sachs Bank Europe SE as international security agent and pledgee and the Principal as pledged company; and
2. any and all agreements and documents which are or become necessary or required or deemed necessary or required or are useful in connection with the aforementioned document,

(the documents in 1. through 2. together, the "**Documents**").

The Attorneys-in-Fact are also authorised to agree to any amendments to the Documents, and to enter into any agreement and document and do any legal acts, including the giving and receiving of notices, acknowledgements, statements, certificates, declarations and confirmations, which in their view are necessary, required, useful or appropriate in connection with entering into and execution of the Documents and to make and receive all declarations and registrations which are necessary, appropriate or expedient in this context, whether in private written form (*private Schriftform*), text form (*Textform*) or notarial form.

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The Attorneys-in-Fact shall not incur any personal liability in connection with any actions taken under this Power of Attorney. The Principal hereby agrees to ratify and confirm whatsoever the Attorneys-in-Fact shall lawfully do or cause to be done by virtue of this document and to indemnify and hold harmless the Attorneys-in-Fact from any and all losses or liabilities incurred or threatened by reason of having acted under this Power of Attorney save in respect of any loss or liability resulting from wilful misconduct or gross negligence.

In case of doubt, this Power of Attorney shall be interpreted broadly to realise the purpose of its granting.

This Power of Attorney shall be governed by and construed in accordance with the laws of Germany.

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The Mill Berlin GmbH

Signature:



Name:

Jonathan Davies

Title:

Managing Director
(*Geschäftsführer*)

POWER OF ATTORNEY

20 December 2022

Technicolor Creative Studios UK Ltd.

a private limited company incorporated under the laws of England and Wales with registered address 16 Great Queen Street, Covent Garden, London, WC2B 5AH with company number 01191228

(the "**Principal**")

hereby authorises each of

Dr. Michael Berger
Amelie Buchecker
Dr. Marcus Commandeur
Dr. Barbara Dunkel
Lukas Fellhoelter
Viktor Fiekers
Nino Goglidze
Fabrice Hipp
Juliane Hubert
Julia Jung
Dr. Alexander Längsfeld
Wolfgang Nardi
Paul Päfgen
Dr. Johannes Rowold
Jonas Wagener
Dr. Donatus Wang
Clara Wrede
Dr. Tamara Zehentbauer
Ann-Kathrin Ziegler

each with business address at Maximilianstrasse 11, 80539 Munich, Germany and

each of these attorneys-in-fact (collectively referred to as "**Attorneys-in-Fact**") individually, to enter into the following documents (hereinafter together referred to as the "**Documents**") in the name and on behalf of the Principal:

1. a German law governed share pledge agreement between the Principal and The Mill (Facility) Limited as pledgors, Goldman Sachs Bank Europe SE as international security agent and pledgee and The Mill Berlin GmbH as pledged company; and
2. any and all agreements and documents which are or become necessary or required or deemed necessary or required or are useful in connection with the aforementioned document,

(the documents in 1. through 2. together, the "**Documents**").

The Attorneys-in-Fact are also authorised to agree to any amendments to the Documents, and to enter into any agreement and document and do any legal acts, including the giving and receiving of notices, acknowledgements, statements, certificates, declarations and confirmations, which in their view are necessary, required, useful or appropriate in connection with entering into and execution of the Documents and to make and receive all declarations and registrations which are necessary, appropriate or expedient in this context, whether in private written form (*private Schriftform*), text form (*Textform*) or notarial form.

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In case of doubt, this Power of Attorney shall be interpreted broadly to realise the purpose of its granting.

This Power of Attorney shall be governed by and construed in accordance with the laws of Germany.

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EXECUTED as a **DEED**

by

Technicolor Creative Studios UK Ltd.

Signature:



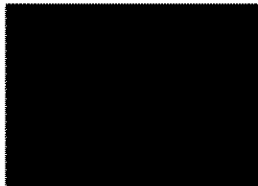
Name:

Martin Uhrik

Title:

Director

in the presence of:



Witness signature:

Witness name:

Jean-Baptiste Nivert

Witness address:



Witness occupation:



POWER OF ATTORNEY

THIS POWER OF ATTORNEY (*Vollmacht*) is made by

GOLDMAN SACHS BANK EUROPE SE

registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Frankfurt am Main under registration number HRB 114190 (the **Grantor**).

The Grantor hereby appoints:

each of: Wolfgang Melzer, Kathrin Pätzold-Schwarz, Dr. Tobias Wintermantel, Susanne Beckhaus, Alan Markgraf, Jonathan Berz, Paulina Valentin, Dr. Franz Bernhard Herding, Moritz Probst, Tobias Schröter, Simon Mattiat, Philipp Zehlicke, Ediz DüNDAR, Dr. Olaf Meisen, Stipe Bojanic, Stefan Kuhm, Dr. Joachim Schmidt, Jonas Graap, Felix Fitschen, Sven Lücke, Kim Robert Racky, John Coburn, Christopher Jahnke, Enda Jordan, Karen Zöttl, Sascha Franke, Daniel Ruben, Thomas Neubaum, Dr. Mark Hallett, Dr. Jan-Hendrik Bode, Elke Funken-Hötzl, Can Altan, Hans-Joachim Jähnichen and Anastasiya-Evangelina Wiegand, all of them with business address at Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany, and any attorney at law (*Rechtsanwalt*) of Allen & Overy LLP, Haus am Opernturm, Bockenheimer Landstraße 2, 60306 Frankfurt am Main, Federal Republic of Germany,

and

each of: Dr. Walter Uebelhoer, Dr. Rauni Ahammer, Dr. Jörg Weber, Dr. Ilja Baudisch, Dr. Simon Hennes, Sebastian Hanke, Georg Lütkenhaus, Dr. Laura Frömel, Egid Baumgartner, Dr. Gottfried Breuninger, Dr. Magnus Müller, Christina Habermayr, Lisa Heller, Dr. Bettina Scharff, Dr. Alice Broichmann, Lennart Girshausen, Johannes Graßl, Matthias Schmitz, Tim Dlugosch, Dr. Astrid Krüger, Dr. Hendrik Röhrich, Dr. Alexander Veith, Dr. Jens Wagner, Tobias Hugo, Dr. Jan Ebersohl, Denise Benz, Dr. Isabel Jost, Florian Kowalik, Florian Pregler, Lothar Wather, Florian Preinfalk, Linda Mayer, Frank Weiss, Sarah Preinfalk, Dr. Jens Denninger, Dr. Dirk Schade, Dr. Felicia von Grundherr, Sophia Braun, Annalena Lederer, Julia Fekonja, Tobias Gerth, Beatrice Hotze, Selina Reif, Adriana Worms, Hannah Wohlfahrt, Cornelia Tu, Maja Sophie Klimaschewski, Laura Volk, Eda Zhuleku, Jakob Endres and Sebastian Zauner, all of them with business address at Allen & Overy LLP, Maximilianstraße 35, 80539 Munich, Federal Republic of Germany, and any attorney at law (*Rechtsanwalt*) of Allen & Overy LLP, Maximilianstraße 35, 80539 Munich, Federal Republic of Germany,

each of them individually, as its attorney in fact (*Stellvertreter*) (the **Attorneys** and each of them an **Attorney**),

in connection with (among others and without limitation):

- (A) a first lien credit agreement dated as of 15 September 2022 among Technicolor Creative Studios SA as parent borrower (the **Parent Borrower**), Technicolor Creative Services USA, Inc. as co-borrower (the **Co-Borrower**), the lenders party thereto from time to time and Goldman Sachs Bank Europe SE as sole lead arranger, bookrunner, administrative agent, collateral agent and swing line lender; and
- (B) an intercreditor agreement dated as of 15 September 2022 among Goldman Sachs Bank Europe SE as initial first lien representative and initial first lien collateral agent and international security agent, the Parent Borrower, the Co-Borrower and other parties thereto; and

- (C) a parallel debt agreement dated on or about the date hereof among the Parent Borrower, the Co-Borrower and Goldman Sachs Bank Europe SE as administrative agent, collateral agent and as international security agent and other parties thereto,

each as amended, restated, supplemented or otherwise modified from time to time, to execute for and on behalf of the Grantor any of the following documents:

1. a notarial share pledge agreement in relation to any existing and/or future shares and together with any associated rights and claims in The Mill Berlin GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Charlottenburg under registration number HRB 206242 B to be made for the benefit of the Grantor;
2. any other notarial share, stock and/or partnership interest pledge agreement(s) regardless of its or their expressed or actual ranking in relation to any existing and/or future shares, stocks and/or partnership interests (together with any associated rights and claims) in any other limited liability company (*Gesellschaft mit beschränkter Haftung*), stock corporation (*Aktiengesellschaft*) and/or partnership to be made for the benefit of the Grantor;
3. any confirmation or amendment in relation to any of the documents listed under no. 1 and 2 above and any other document which an Attorney considers necessary and/or beneficial in connection with any of the foregoing,

in each case in the form and as many documents as deemed appropriate by an Attorney (the **Documents**).

Each Attorney is hereby released from any restrictions on multi-representation and self-dealing pursuant to any applicable law (including, without limitation, the restrictions on multi-representation (*Mehrfachvertretung*) and self-dealing (*Insichgeschäfte*) pursuant to section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)).

Each Attorney is authorised to delegate or sub-delegate its authorisation under this Power of Attorney, including, without limitation any release from any restrictions on multi-representation and self-dealing pursuant to any applicable law (including, without limitation, the release on the restrictions on multi-representation (*Mehrfachvertretung*) and self-dealing (*Insichgeschäfte*) pursuant to section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)).

This Power of Attorney may be used several times.

Except for cases of gross negligence (*grobe Fahrlässigkeit*) and wilful misconduct (*Vorsatz*), no Attorney shall have any personal liability for any loss incurred by him/her due to the exercise of this Power of Attorney and it is acknowledged that any such loss will be on account of the Grantor and the Grantor indemnifies and will at all times hereafter indemnify and keep indemnified the Attorneys from and against all actions, proceedings, claims and demands whatsoever arising out of or by reason of the exercise of this Power of Attorney and any cost incurred in defending any such action, proceeding, claim or demand.

The Grantor hereby waives any claim it may have against any of the Attorneys done or omitted in connection with this Power of Attorney, except for cases of gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*) of such Attorney.

In case of doubt this Power of Attorney shall be interpreted widely so that its legal and economic purpose can always be achieved. Any change to the names or number of, date of execution of, to the number or amounts of any facilities made available under and/or to the parties to any Finance Document will not affect the validity or scope of this Power of Attorney.

The Grantor hereby ratifies and to confirms whatever any Attorney lawfully does or causes to be done by referring to this Power of Attorney.

Should any provision of this Power of Attorney be or become void (*nichtig*), invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of this Power of Attorney and any void, invalid or unenforceable provision shall be deemed replaced by such valid and enforceable provision that in legal and economic terms comes closest to what the Grantor intended or would have intended in accordance with the purpose of this Power of Attorney.

This Power of Attorney is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

This Power of Attorney may be used until 31 January 2023, 23:59 hrs.

Date: 13/12/22

For **GOLDMAN SACHS BANK EUROPE SE**:

By: _____

Name:

Title:

By: _____

Name:

Title:



David Demandt

Authorized Signatory

Date: 13/12/2012

For **GOLDMAN SACHS BANK EUROPE SE:**

By: _____

Name:

Title:

By: _____

Name: *Louisa Drewnack*

Title: *Executive Director*