

1150 8/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



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


You can use the WebFiling service to file this form online.
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 there is no
instrument Use form MR02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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 scanned and placed on the public record **Do not send the original**



LD3 22/08/2014 #39
COMPANIES HOUSE

1 Company details

Company number 0 6 0 5 7 6 6 7

Company name in full Zeppotron Limited

the "Original Chorgor"

3 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 3 m 0 m 8 y 2 y 0 y 1 y 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 Deutsche Bank AG New York Branch

(as agent and trustee for the Secured Parties) (the "Collateral 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

MR01

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

Not applicable

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

X Clifford Chance LLP X

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 Charlotte Holt (55-40581228)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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: 6057667

Charge code: 0605 7667 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th August 2014 and created by ZEPOTRON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd August 2014.

04

Given at Companies House, Cardiff on 31st August 2014



Companies House



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

FIRST PRIORITY DEBENTURE

13 AUGUST 2014

Between

**AP NMT ACQUISITION B.V.
as Borrower**

and

**ENDEMOL GROUP LIMITED
AND OTHERS
as Chargors**

and

**DEUTSCHE BANK AG NEW YORK BRANCH
as Collateral Agent**

**This Deed is entered into subject to
the terms of an Intercreditor Agreement
dated 13 August 2014**

We hereby certify that, save for material redacted
pursuant to s 859G of the Companies Act 2006, this
is a true copy of the original

Signed Clifford Chance LLP

Dated 21/08/2014

Clifford Chance LLP
1 Upper Bank Street
London E14 5JJ

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THIS DEED is dated 13 and made **BETWEEN**

- (1) **AP NMT ACQUISITION B.V.** (the **Borrower**);
- (2) **THE PERSONS** listed in Schedule 1 (the **Original Chargors**, each an **Original Chargor**); and
- (3) **DEUTSCHE BANK AG NEW YORK BRANCH** as agent and trustee for the Secured Parties (as defined in the First Lien Credit Agreement referred to below) (the **Collateral Agent**)

BACKGROUND:

- (A) Each Chargor and the Dutch Chargor enter into this Deed in connection with the First Lien Credit 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:

Account Bank means, in relation to a Charged Account, the bank with which the Charged Account is maintained.

Act means the Law of Property Act 1925.

Additional Chargor means a member of the Group which becomes a Chargor by executing a Deed of Accession.

Administrative Agent means Deutsche Bank AG New York Branch as administrative agent for the lenders under and as defined in the First Lien Credit Agreement.

Charged Account means any bank account held by the Chargors from time to time and any other trust account notified to the Collateral Agent in writing which is held by a Chargor where the beneficiary of that trust account is not a member of the Group or any of their affiliates.

Chargor means an Original Chargor, except for the Dutch Chargor, and any Additional Chargor.

Deed of Accession means a deed substantially in the form of Schedule 4 (Form of Deed of Accession).

Default has the meaning given to that term in the First Lien Credit Agreement

Dutch Chargor means Endemol Opco Holding B V.

Dutch Shares means the shares held by Endemol Opco Holding B.V. in Endemol Group Limited.

Enforcement Event means the occurrence of an Event of Default which is continuing.

Excluded Property has the meaning given to that term in the First Lien Credit Agreement.

First Lien Credit Agreement means the first lien credit agreement dated on or about the date of this Deed, as amended and restated from time to time, between, amongst others, the Borrower, the Administrative Agent, the Collateral Agent and the Lenders.

First Lien Subsidiary Guarantee Agreement means the first lien subsidiary guarantee agreement dated on or about the date of this Deed, as amended and restated from time to time, between, amongst others, the Borrower, the Administrative Agent, the Collateral Agent and the Lenders.

Group means the Borrower and each of its Subsidiaries.

Intercreditor Agreement means the intercreditor agreement dated on or about the date of this Deed and made between (amongst others) the Borrower, the Collateral Agent, and the Lenders.

Intellectual Property means

- (a) the intellectual property specified in Part 2 of Schedule 2 (*Security Assets*);
- (b) any Material Format, and
- (c) any patents, trademarks, service marks, designs, business names, copyrights, Formats, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets,

and, for the avoidance of doubt, in each case excludes Excluded Property.

Investments means:

- (a) the Shares, and
- (b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments,

which a Chargor, or a Dutch Chargor, purports to mortgage or charge under this Deed and, for the avoidance of doubt, in each case excludes Excluded Property.

Legal Reservations means those reservations as set out in the legal opinions dated on or about the date of this Deed as drafted by Freshfields Bruckhaus Deringer LLP, London.

Loan Documents has the meaning given in the First Lien Credit Agreement.

Loan Obligations means (a) the due and punctual payment by the Borrower of (i) the unpaid principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to the Borrower, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and obligations to provide Cash Collateral and (iii) all other monetary obligations of the Borrower owed under or pursuant to this Deed and each other Loan Document, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and (b) the due and punctual payment of all obligations of each other Loan Party under or pursuant to the Subsidiary Guarantee Agreement and each of the Loan Documents

Party means a party to this Deed

Plant and Machinery means in relation to any Chargor any plant, machinery, computers, or office equipment owned by that Chargor from time to time

Receiver means a receiver and manager or other receiver appointed under this Deed in respect of the Security Assets and shall, if allowed by law, include an administrative receiver

Secured Liabilities means (a) the Loan Obligations, (b) obligations under each Secured Hedge Agreement, (c) obligations under any Secured Cash Management Agreement, and (d) any Other First Lien Obligations (as defined in the US Collateral Agreement), or any of the foregoing. Notwithstanding the foregoing, "Secured Liabilities", with respect to any guarantor under the First Lien Subsidiary Guarantee Agreement, shall not include any Excluded Swap Obligations.

Secured Parties means collectively, the Administrative Agent, the Collateral Agent, each Lender, each Issuing Bank, each Hedge Bank that is party to any Secured Hedge Agreement, each Cash Management Bank that is party to any Secured Cash Management Agreement and each sub-agent appointed pursuant to Section 8.02 of the First Lien Credit Agreement by the Administrative Agent with respect to matters relating to the Loan Documents or by the Collateral Agent with respect to matters relating to any Security Document.

Security Assets means all the assets and undertaking of each Chargor and the Dutch Chargor from time to time mortgaged, charged or assigned (or

expressed to be mortgaged, charged or assigned) in favour of the Collateral Agent pursuant to this Deed and, for the avoidance of doubt, in each case excludes Excluded Property.

Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Period means the period beginning on the date of this Deed and ending on the Termination Date

Shares means all present and future shares in any member of the Group from time to time held by, to the order, or on behalf, of each Chargor and the Dutch Chargor, the subject of this Security and, for the avoidance of doubt, in each case excludes Excluded Property

US Collateral Agreement means the US Collateral Agreement dated on or about the date of this Deed, as amended and restated from time to time, between, amongst others, the Borrower and the Collateral Agent.

1.2 Construction

- (a) Capitalised terms defined in the First Lien Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.02 (*Terms Generally*) of the First Lien Credit Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the First Lien Credit Agreement will be construed as references to this Deed.
- (c) Any reference to the "**Collateral Agent**", the "**Secured Parties**", a "**Chargor**" or the "**Dutch Chargor**" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent in accordance with First Lien Credit Agreement,
- (d) The term "**this Security**" means the Security Interests created by this Deed.
- (e) Any covenant of a Chargor and/or a Dutch Chargor under this Deed remains in force during the Security Period and is given for the benefit of each Secured Party
- (f) If the Collateral Agent considers that an amount paid to a Secured Party under a Security 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
- (g) Unless the context otherwise requires, a reference to a Security Asset includes:
 - (i) any part of that Security Asset;
 - (ii) any proceeds of that Security Asset; and

- (iii) any present and future assets of that type
- (h) The fact that the details of any assets in the Schedules are incorrect or incomplete shall not affect the validity or enforceability of this Deed in respect of the assets of any Chargor.

1.3 Trustee Act 1925 and Trustee Act 2000

- (a) Section 1 of the Trustee Act 2000 shall not apply to any function of the Collateral Agent. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Deed, the provisions of this Deed shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Deed shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000.
- (b) For the avoidance of doubt:
 - (i) the Collateral Agent may retain or invest in securities payable to the bearer without appointing a person to act as a custodian, and
 - (ii) sections 22 and 23 of the Trustee Act 2000 shall not apply to this Deed.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in a Loan Document, or this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Loan Document or this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.5 Collateral Agent assumes no obligation

Except as specified in this deed, the Collateral Agent shall not be under any obligation in relation to the Security Assets as a consequence of this Deed and each Chargor and the Dutch Chargor shall at all times remain liable to perform all obligations in respect of the Security Assets.

2. Creation of security

2.1 General

- (a) This Security:
 - (i) is created in favour of the Collateral Agent;
 - (ii) is security for the payment, discharge and performance of all the Secured Liabilities, and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but so that the covenants implied by the Law of Property (Miscellaneous Provisions)

Act 1994 in relation to such assignment are construed with the omission of:

- (A) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994,
 - (B) the words “except to the extent that” and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994, and
 - (C) section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If a Chargor assigns an agreement under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party’s consent has not been obtained:
- (i) the Chargor must notify the Collateral Agent immediately;
 - (ii) the assignment or charge will not take effect until that consent is obtained;
 - (iii) unless the Collateral Agent otherwise requires, the Chargor must, and each other Chargor must ensure that the Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable; and
 - (iv) the Chargor must promptly supply to the Collateral Agent a copy of the consent (if obtained by it)
- (c) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties.
- (d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (*Security Assets*) or in the schedule to any Deed of Accession by which any Chargor became party to this Deed does not affect the validity or enforceability of this Security.

2.2 Investments

- (a) Each Chargor charges by way of a first fixed charge
- (i) all shares in any member of the Group owned by it or held by any nominee on its behalf; this includes any specified in Part 1 of Schedule 2 (*Security Assets*) opposite its name or in Part 1 of the schedule to any Deed of Accession by which it became party to this Deed, and
 - (ii) all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf.

- (b) A reference in this Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:
 - (i) any dividend, interest or other distribution paid or payable;
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise, and
 - (iii) any right under any custodian or other agreement, in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment.
- (c) The Dutch Chargor charges by way of a first mortgage the Dutch Shares

2.3 Plant and machinery

Each Chargor charges by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession.

2.4 Credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Charged Account and the debt represented by that account.

2.5 Book debts

Each Chargor charges by way of a first fixed charge

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

2.6 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for reassignment on redemption, any net proceeds payable to it under or in connection with any of its insurance policies and all of its rights in connection with those amounts
- (b) To the extent that they are not effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above.
- (c) A reference in this subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of a Loan Party to a third party.

2.7 Other contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of any letter of credit issued in its favour.
- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right
- (c) To the extent that they do not fall within any other subclause of this clause and are not effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party.

2.8 Intellectual property

Each Chargor charges by way of a first fixed charge all of its rights in respect of any Intellectual Property including the Intellectual Property specified in Part 2 of Schedule 2 (*Security Assets*) opposite its name or in Part 2 of the schedule to any Deed of Accession by which it became party to this Deed.

2.9 Miscellaneous

Each Chargor charges by way of a first fixed charge

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital.

2.10 Floating charge

- (a) Each Chargor charges by way of a first floating charge all of its present and future assets whatsoever and wheresoever.
- (b) Except as provided below, the Collateral Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Deed into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) an Enforcement Event is continuing;
 - (ii) the Collateral Agent (acting in good faith) 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; or

- (iii) that Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Collateral Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of clause 4 (*Restrictions on Dealing*).
- (c) The floating charge created under this Deed 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 the Insolvency Act 2000.
- (d) The floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of each Chargor's assets if an administrator is appointed or the Collateral Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created under this Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) The giving by the Collateral Agent of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Collateral Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under this Deed or any other Security Document.
- (g) Any floating charge which has crystallised under this clause 2.10 may by notice in writing given at any time by the Collateral Agent (acting on the unanimous instructions of each Secured Party) to the relevant Chargor be reconverted into a floating charge in relation to the assets, rights and property specified in such notice

3. Representations and Warranties – General

3.1 Nature of security

Each Chargor and each Dutch Chargor represents and warrants to each Secured Party that:

- (a) this Deed creates the Security Interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise; and
- (b) this Deed is legal, valid and imposes binding obligations and, subject to the Legal Reservations, is enforceable against it in accordance with its terms.

3.2 Times for making representations and warranties

- (a) The representations and warranties set out in this Deed (including in this clause) are made by the Original Chargors, except the Dutch Chargor, on the date of this Deed.
- (b) The representation and warranties set out in clause 3.1 (*Nature of security*), clause 4 (*Restrictions on Dealing*) and clause 5 (*Investments*) of this Deed are made by the Dutch Chargor on the date of this Deed.
- (c) In accordance with Article 3 of the First Lien Credit Agreement, each representation and warranty under this Deed is deemed to be repeated by:
 - (i) each Chargor which becomes party to this Deed by a Deed of Accession, on the date on which that Chargor becomes a Chargor; and
 - (ii) each Chargor and each Dutch Chargor on the date of each Credit Event during the Security Period.
- (d) When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition.

4. Restrictions on Dealing

No Chargor or Dutch Chargor may

- (a) create or allow to exist any Security Interests on any of its Security Assets; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, dispose of all or any part of its assets,

except as not prohibited by the First Lien Credit Agreement.

5. Investments

5.1 Investments

Each Chargor and each Dutch Chargor represents and warrants to each Secured Party that:

- (a) its Investments are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right (excluding, for the avoidance of doubt, any pre-emption rights existing by virtue of any articles of association); and
- (b) it is the sole legal and beneficial owner of its Investments.

5.2 Deposit of Documents

As soon as possible after its acquisition of any Investments, each Chargor and each Dutch Chargor:

- (a) must immediately deposit with the Collateral Agent, or as the Collateral Agent may direct, any bearer instrument (to the extent that it is an amount equivalent to or greater than €10,000,000), share certificate or other document of title or evidence of ownership in relation to those Investments; and
- (b) must promptly take any action and execute and deliver to the Collateral Agent any share transfer or other document which may be requested by the Collateral Agent in order to enable the transferee to be registered as the owner or otherwise obtain a legal title to those Investments; this includes:
 - (i) delivering executed and (unless exempt from stamp duty) pre-stamped share transfers in favour of the Collateral Agent or any of its nominees as transferee or, if the Collateral Agent so directs, with the transferee left blank; and
 - (ii) procuring that those share transfers are registered by the company in which the Investments are held and that share certificates in the name of the transferee are delivered to the Collateral Agent

5.3 Changes to rights

No Chargor or Dutch Chargor may (except to the extent permitted by the First Lien Credit Agreement and the Intercreditor Agreement) 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 being issued

5.4 Calls

- (a) Each Chargor and each Dutch Chargor must pay all calls and other payments due and payable in respect of any of its Investments.
- (b) If a Chargor or a Dutch Chargor fails to do so, the Collateral Agent may pay those calls or other payments on behalf of that Chargor or Dutch Chargor. That Chargor or Dutch Chargor must immediately on request reimburse the Collateral Agent for any payment made by the Collateral Agent under this subclause and, pending reimbursement, that payment will constitute part of the Secured Liabilities

5.5 Other obligations in respect of Investments

- (a) Each Chargor and Dutch Chargor must comply with all requests for information 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 a Chargor or Dutch Chargor fails to do so, the Collateral Agent may elect to provide any information which it may have on behalf of that Chargor or Dutch Chargor.
- (b) Each Chargor and each Dutch Chargor must promptly supply a copy to the Collateral Agent of any information referred to in sub-paragraph (a) above.

- (c) Each Chargor and each Dutch Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (d) No Secured Party will be required in any manner to:
 - (i) perform or fulfil any obligation of a Chargor or Dutch Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor or Dutch Chargor, or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount,in respect of any Investment.

5.6 Voting rights

- (a) Prior to an Enforcement Event, each Chargor and each Dutch Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments.
- (b) If the relevant Investments have been registered in the name of the Collateral Agent or its nominee, the Collateral Agent (or that nominee) must exercise the voting rights, powers and other rights in respect of the Investments in any manner which the relevant Chargor or Dutch Chargor may direct in writing. The Collateral Agent (or that nominee) will execute any form of proxy or other document which the relevant Chargor or Dutch Chargor may reasonably require for this purpose.
- (c) Prior to an Enforcement Event, all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the relevant Chargor or Dutch Chargor. If the relevant Investments have been registered in the name of the Collateral Agent or its nominee:
 - (i) the Collateral Agent or its nominee will promptly execute any dividend mandate necessary to ensure that payment is made direct to the relevant Chargor or Dutch Chargor, or
 - (ii) if payment is made directly to the Collateral Agent (or its nominee) before an Enforcement Event, the Collateral Agent (or that nominee) will promptly pay that amount to the relevant Chargor or Dutch Chargor.
- (d) If the relevant Investments have been registered in the name of the Collateral Agent or its nominee, prior to an Enforcement Event, the Collateral Agent shall use its reasonable endeavours to promptly forward to the relevant Chargor or Dutch Chargor all material notices, correspondence and/or other communication it receives in relation to the Investments.
- (e) After an Enforcement Event and the Collateral Agent having given written notice to the relevant Chargors of the Collateral Agent's intention to exercise

its rights hereunder, the Collateral Agent or its nominee may exercise or refrain from exercising.

- (i) any voting rights; and
- (ii) any other 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,

in each case, in the name of the relevant Chargor or Dutch Chargor, the registered holder or otherwise and without any further consent or authority on the part of the relevant Chargor or Dutch Chargor and irrespective of any direction given by any Chargor or Dutch Chargor.

- (f) To the extent that the Investments remain registered in the names of the Chargors or Dutch Chargor, each Chargor and Dutch Chargor irrevocably appoints the Collateral Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after an Enforcement Event and the Collateral Agent having given written notice to the relevant Chargors of the Collateral Agent's intention to exercise its rights hereunder
- (g) Each Chargor and Dutch Chargor must indemnify the Collateral Agent against any loss or liability incurred by the Collateral Agent as a consequence of the Collateral Agent acting in respect of its Investments on the direction of that Chargor or Dutch Chargor.

5.7 Custodian arrangement

Each Chargor and Dutch Chargor must:

- (a) promptly, upon the occurrence of an Enforcement Event, give notice of this Deed to any custodian of any Investment in any form which the Collateral Agent may reasonably require; and
- (b) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Collateral Agent may reasonably require.

6. Intellectual Property

6.1 Representations

Each Chargor represents to each Secured Party that as at the date of this Deed or, if later, the date it became a Party, all Intellectual Property which is material to its business is identified in Part 2 of Schedule 2 (*Security Assets*) or in Part 2 of the schedule to any Deed of Accession by which it became party to this Deed.

6.2 Preservation

- (a) Each Chargor must promptly, if requested to do so by the Collateral Agent, sign or procure the signature of, and comply with all instructions of the Collateral Agent in respect of, any document required to make entries in any public register of Intellectual Property (including the United Kingdom Trade

Marks Register) which either record the existence of this Deed or the restrictions on disposal imposed by this Deed.

- (b) Each Chargor shall during the Security Period in respect of any Intellectual Property which is material to or required in connection with its business
 - (i) take all such steps and do all such acts as may be necessary to preserve and maintain the subsistence, validity and value of any such Intellectual Property; and
 - (ii) not use or permit any such Intellectual Property to be used in any way which may materially and adversely affect its value.

7. Credit Balances

7.1 Representations

Each Chargor represents to each Secured Party that:

- (a) it is the sole legal and beneficial owner (subject only to this Security and in respect of any trust account for which any member of the Group is not a beneficiary) of the credit balance from time to time in each Charged Account which it maintains, and
- (b) those credit balances are free of any Security Interests (except for those created by or under this Deed or under the Security Documents) and any other rights or interests in favour of third parties, other than the relevant Account Bank (and includes but is not limited to respecting any existing banking arrangements with the Account Bank).

7.2 Book debts and receipts

- (a) Except as permitted by the First Lien Credit Agreement, each Chargor must get in and realise its:
 - (i) securities to the extent held by way of temporary investment,
 - (ii) book and other debts and other moneys owed to it; and
 - (iii) royalties, fees and income of any nature owed to it,in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into a Charged Account if required in accordance with paragraph (b) below but subject always to clause 2 (*Creation of Security*)) on trust for the Collateral Agent
- (b) Each Chargor must, except to the extent that the Collateral Agent otherwise agrees, pay all the proceeds of the getting in and realisation into a Charged Account.

7.3 Withdrawals

- (a) Prior to the occurrence of an Enforcement Event, the Chargors may withdraw any amounts standing to the credit of any Charged Account.

- (b) On and from the occurrence of an Enforcement Event:
 - (i) the Chargors shall not be permitted to withdraw any amount standing to the credit of any Charged Account without the prior written consent of the Collateral Agent, and
 - (ii) the Collateral Agent or a Receiver may, subject to the terms of the Intercreditor Agreement, at its discretion, make payments into or any withdrawals from any Charged Account in order to make payments then due under the Loan Documents

7.4 Notices of charge

Each Chargor must

- (a) only upon the occurrence of an Enforcement Event, serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (*Forms of letter for Charged Accounts*) on each Account Bank, and
- (b) use its reasonable endeavours to ensure that each Account Bank acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Forms of letter for Account Bank*) as soon as reasonably practicable.

8. Plant and Machinery

8.1 Maintenance

Each Chargor must keep its Plant and Machinery in good repair and in good working order and condition.

9. Insurances

9.1 Rights

- (a) Subject to the rights of the Collateral Agent under paragraph (b) below, and except as permitted by the First Lien Credit Agreement, each Chargor must diligently pursue its rights under each of its insurance policies (the **Insurances**), but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default under the terms of the First Lien Credit Agreement.
- (b) After an Enforcement Event:
 - (i) the Collateral Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any of the rights of any Chargor in connection with any amounts payable to it under any of its Insurances;
 - (ii) each Chargor must take such steps (at its own cost) as the Collateral Agent may require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor, and

- (iii) each Chargor must hold any payment received by it under any of its Insurances on trust for the Collateral Agent.

10. When Security Becomes Enforceable

10.1 Timing

This Security will become immediately enforceable upon the occurrence of an Enforcement Event.

10.2 Enforcement

After an Enforcement Event, the Collateral Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit in accordance with the First Lien Credit Agreement and the Intercreditor Agreement.

11. Enforcement of security

11.1 General

- (a) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act) as varied or amended by this Deed will be immediately exercisable at any time after an Enforcement Event.
- (b) For the purposes of all powers implied by law, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (c) Any restriction imposed by law on the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages (including under section 93 of the Act) does not apply to this Security

11.2 No liability as mortgagee in possession

Neither the Collateral Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset.

- (a) to account as mortgagee in possession or for any loss on realisation; or
- (b) for any default or omission for which a mortgagee in possession might be liable.

11.3 Privileges

Each Receiver and the Collateral Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Act), as varied or extended by this Deed, on mortgagees and receivers duly appointed under any law (including the Act), except that Section 103 of the Act does not apply.

11.4 Protection of third parties

No person (including a purchaser) dealing with the Collateral 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 Collateral Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Loan Documents; or
- (d) how any money paid to the Collateral Agent or to that Receiver is to be applied.

11.5 Redemption of prior mortgages

- (a) At any time after an Enforcement Event, the Collateral 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 Collateral Agent, promptly on demand, the costs and expenses incurred by the Collateral Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

11.6 Contingencies

If this Security is enforced at a time when no amount is due under the Loan Documents but at a time when amounts may or will become due, the Collateral Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate.

12. Receiver

12.1 Appointment of Receiver

- (a) Except as provided below, the Collateral Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
 - (i) an Enforcement Event has occurred, or
 - (ii) a Chargor or Dutch Chargor so requests the Collateral 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 Collateral 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 the Insolvency Act 2000.

- (e) The Collateral Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Collateral Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

12.2 Removal

The Collateral Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

12.3 Remuneration

The Collateral Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Act) will not apply

12.4 Agent of each Chargor and Dutch Chargor

- (a) A Receiver will be deemed to be the agent of the relevant Chargor and Dutch 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. The relevant Chargor or Dutch Chargor is solely 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 a Chargor or Dutch Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

12.5 Relationship with Collateral 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 after an Enforcement Event be exercised by the Collateral Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver

13. Powers of Receiver

13.1 General

- (a) A Receiver has all the rights, powers and discretions set out below in this clause 13 in addition to those conferred on it by any law. This includes
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986, and

- (ii) otherwise, 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 the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

13.2 Possession

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

13.3 Carry on business

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

13.4 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.

13.5 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.

13.6 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
- (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.

13.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

13.8 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.

13.9 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.

13.10 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.

13.11 Subsidiaries

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

13.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

13.13 Lending

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

13.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor or Dutch Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

13.15 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 by 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 or Dutch Chargor for any of the above purposes.

14. Application of proceeds

Unless otherwise determined by the Collateral Agent or a Receiver, any moneys received by the Collateral Agent or that Receiver after an Enforcement Event must be applied by the Collateral Agent in the following order of priority:

- (a) in or towards payment of or provision for all costs and expenses incurred by the Collateral Agent or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- (b) in payment to (until the Termination Date) the Administrative Agent for application towards the balance of the Secured Liabilities in accordance with the terms of the First Lien Credit Agreement; and
- (c) in payment of the surplus (if any) to any Chargor or Dutch Chargor or other person entitled to it

This clause is subject to the payment of any claims having priority over this Security and to the terms of the Intercreditor Agreement. This clause does not prejudice the right of any Secured Party to recover any shortfall from any Chargor or Dutch Chargor

15. Expenses and indemnity

Each Chargor and Dutch Chargor must:

- (a) on demand by the Collateral Agent pay all costs and expenses (including legal fees) together with any VAT thereon, incurred in connection with this Deed by any Secured Party, Receiver, attorney, manager, agent or other person appointed by the Collateral Agent under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- (b) keep each of those persons indemnified against any failure or delay in paying those costs and expenses

16. Delegation

16.1 Power of Attorney

The Collateral Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

16.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Collateral Agent or any Receiver may think fit.

16.3 Liability

Neither the Collateral Agent nor any Receiver will be in any way liable or responsible to any Chargor or Dutch Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

17. Further Assurances

Each Chargor and Dutch Chargor must, at its own expense, take whatever action the Collateral Agent or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed,
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any right, power or discretion exercisable by the Collateral Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset; or
- (d) creating and perfecting security in favour of the Collateral Agent (equivalent to the security intended to be created by this Deed) over any assets of any Chargor or Dutch Chargor located in any jurisdiction outside England and Wales.

This includes

- (i) the re-execution of this Deed,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Collateral Agent or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Collateral Agent may think expedient.

18. Power of Attorney

Each Chargor and Dutch Chargor, by way of security, irrevocably and severally appoints the Collateral Agent, each Receiver and each of their respective delegates and sub-delegates to be its attorney to take any action which that Chargor or Dutch Chargor is obliged to take under this Deed. No such action may be taken by any such attorney until after an Enforcement Event. Each Chargor and Dutch Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

19. Preservation of security

19.1 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.

19.2 Reinstatement

If any payment by a Loan Party or any discharge given by a Secured Party (whether in respect of the obligations of any Loan Party or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Loan Party will continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) each Secured Party will be entitled to recover the value or amount of that security or payment from each Loan Party, as if the payment, discharge, avoidance or reduction had not occurred

19.3 Waiver of defences

The obligations of each Chargor and Dutch Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or any Secured Party). This includes:

- (a) any time or waiver granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (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 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 any person;
- (f) any amendment of a Security Document or any other document or Security,
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Security Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Security Document; or
- (h) any insolvency or similar proceedings.

19.4 Immediate recourse

- (a) Each Chargor and Dutch 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 or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Loan Party or any other person before claiming from that Chargor or the Dutch Chargor under this Deed.
- (b) This waiver applies irrespective of any law or any provision of a Security Document to the contrary

19.5 Appropriations

Until all the Secured Liabilities have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may without affecting the liability of any Chargor or Dutch Chargor under this Deed.

- (a)
 - (i) 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) against those amounts; or
 - (ii) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or Dutch Chargor or on account of that Chargor's or Dutch Chargor's liability under this Deed.

19.6 Non-competition

Unless:

- (a) all amounts which may be or become payable by the Loan Parties under or in connection with the Security Documents have been irrevocably paid in full, or
- (b) the Collateral Agent otherwise directs,

no Chargor or Dutch Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Deed:

- (i) be subrogated to any rights, security or moneys held, received or receivable by any Secured Party (or any trustee or agent on its behalf);
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of that Chargor's or Dutch Chargor's liability under this clause;
- (iii) claim, rank, prove or vote as a creditor of any Loan Party or its estate in competition with any Secured Party (or any trustee or agent on its behalf); or

- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Loan Party, or exercise any right of set-off as against any Loan Party.

Each Chargor and Dutch Chargor must hold in trust for and must immediately pay or transfer to the Collateral Agent for the Secured Parties any payment or distribution or benefit of security received by it contrary to this clause or in accordance with any directions given by the Collateral Agent under this clause

19.7 Release of Chargors' right of contribution

If any Chargor or Dutch Chargor ceases to be a Chargor or Dutch Chargor in accordance with the terms of the Security Documents for the purpose of any sale or other disposal of that Chargor or Dutch Chargor.

- (a) that Chargor or Dutch Chargor will be released by each other Chargor or Dutch Chargor from any liability whatsoever to make a contribution to any other Guarantor arising by reason of the performance by any other Chargor or Dutch Chargor of its obligations under the Security Documents; and
- (b) each other Chargor or Dutch Chargor will waive any rights it may have by reason of the performance of its obligations under the Security Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Secured Party under any Security Document or of any other security taken under, or in connection with, any Security Document where the rights or security are granted by or in relation to the aspects of the retiring Chargor or Dutch Chargor.

19.8 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

19.9 Limitations

The obligations of any Additional Chargor are subject to the limitations (if any) set out in the Deed of Accession executed by that Additional Chargor

19.10 Security held by Chargor

No Chargor or Dutch Chargor may, without the prior consent of the Collateral Agent, hold any Security from any other Loan Party in respect of that Chargor's or Dutch Chargor's liability under this Deed. Each Chargor and Dutch Chargor will hold any Security held by it in breach of this provision on trust for the Collateral Agent

20. Miscellaneous

20.1 Covenant to pay

Each Chargor and Dutch Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Security Documents.

20.2 Tacking

Each Lender must perform its obligations under the First Lien Credit Agreement (including any obligation to make available further advances).

20.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, any Secured Party may open a new account with any Loan Party
- (b) If a 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 that 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.

20.4 Time deposits

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

- (a) an Enforcement Event 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 in its absolute discretion considers appropriate unless that Secured Party otherwise agrees in writing.

20.5 Notice of assignment

This Deed constitutes notice in writing to each Chargor or Dutch Chargor of any charge or assignment of a debt owed by that Chargor or Dutch Chargor to any other member of the Group

20.6 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 the Chargors and Dutch 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, as amended (the *Regulations*)) the Collateral Agent shall have the right after an Enforcement

Event to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

- (b) For the purpose of paragraph (a) above, the value of the financial collateral appropriated shall be such amount as the Collateral Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it. The parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

21. Partial invalidity

If any provision of this Security Deed is or becomes invalid, illegal or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability of the remaining provisions in that jurisdiction or of that provision in any other jurisdiction.

22. Release

At the end of the Security Period, the Collateral Agent must, at the request and cost of the Borrower, take whatever action is reasonably necessary to release the Security Assets from this Security.

23. Counterparts

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

24. Governing Law

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by, and interpreted in accordance with, English law.

25. Enforcement

25.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This clause 25.1 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

25.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Loan Party (other than a Loan Party incorporated in England and Wales).
 - (i) shall appoint Endemol UK Ltd as process agent for service of process in any proceedings before the English courts in connection with this Deed; and
 - (ii) agrees that failure by an agent for service of process to notify the relevant Loan Party of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrower (on behalf of all the Loan Parties) must immediately (and in any event within ten days of such event taking place) appoint another agent on terms acceptable to the Administrative Agent. Failing this, the Administrative Agent may appoint another agent for this purpose

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed

Schedule 1
Original Chargors

Entity	Company Number
Endemol Group Limited	06394563
Endemol Worldwide Distribution Holding Limited	02461138
Endemol Worldwide Distribution Limited	01577754
Endemol UK Holding Limited	02585418
Endemol International Limited	06032269
Endemol Games Limited	03155053
Endemol UK Limited	01692513
Brighter Pictures Limited	02697443
Tronpipe Limited	03984207
Tiger Aspect Holdings Limited	02589509
Dream Alliance Productions Limited	08719007
Tiger Aspect Animation Limited	08640710
Tiger Aspect Drama Limited	08640684
Tiger Aspect Drama (Ripper Street) Limited	08911103
Artists' Studio. TV Limited	06641017
Far Moor Media Limited	08254863
Artists Studio Management Limited	06640999
Artists Studio Productions Limited	07467780
Artists Studio (US Formats) Limited	08524995
Darlow Smithson Productions Limited	02304733
Holy Moly Entertainment Limited	06556365
Izenda Productions Limited	04929050
Tiger Aspect Films Limited	02950699
Tiger Aspect Pictures Limited	02904886
Tigress Productions Limited	02630259
Zeppotron Limited	06057667
Tiger Aspect Productions Limited	03643117
Edam SLB Limited	07239432
Primetime Limited	00901456
Endemol Opco Holding B.V.	52333973

**Schedule 2
Security Assets**

**Part 1
SHARES**

Chargor	Name of company in which shares are held	Registration number of company in which shares are held	Number of shares held	Description of shares held
Endemol Group Limited	Endemol UK Holding Limited	02585418	14,671,847	Ordinary
Endemol UK Holding Limited	Endemol UK Limited	01692513	3,656,989	Ordinary
Endemol UK Holding Limited	Endemol International Limited	06032269	1	Ordinary
Endemol UK Limited	Brighter Pictures Limited	02697443	2,000	Ordinary
Endemol UK Limited	Endemol Games Limited	03155053	2	Ordinary
Endemol UK Limited	Hawkshead Limited	01488467	1,000	Ordinary
Endemol UK Limited	Tronpipe Limited	03984207	2,800	Ordinary
Endemol International B.V	Endemol UK Limited	01692513	1	Ordinary
Endemol Worldwide Distribution Holding Limited	Primetime Limited	00901456	305,320	Ordinary
			1,500,000	Redeemable
Endemol Worldwide Distribution Holding Limited	Southern Star Sales (UK) Limited	01377528	250,000	Ordinary

Primetime Limited	Endemol Worldwide Distribution Limited	01577754	3,330,770	Ordinary
Primetime Limited	Primetime No. 2 Limited	01448776	37,583	Ordinary (A)
			37,583	Ordinary (B)
			24,833	Ordinary (C)
Endemol Group Limited	Endemol Worldwide Distribution Holding Limited	02461138	11,056,299	Ordinary
			1,501,043	Cumulative Redeemable Preferred (B)
			12,971,700	Non-cumulative Redeemable Preferred (A)
Endemol OpCo Holding B V	Endemol Worldwide Distribution Holding Limited	02461138	1	Ordinary
Endemol OpCo Holding B V.	Endemol Group Limited	06394563	192,550,001	Ordinary
Endemol UK Limited	Darlow Smithson Productions Limited	02304733	2	Ordinary
Endemol UK Limited	Holy Moly Entertainment Limited	06556365	100	Ordinary (A)
			100	Ordinary (B)
Endemol UK Limited	Zeppotron Limited	06057667	30,000	Ordinary (A)
			13,360	Ordinary (B)
Endemol UK Limited	Tiger Aspect Holdings Limited	02589509	35,654	Ordinary
Endemol UK Limited	Dream Alliance Productions Limited	08719007	1	Ordinary
Tiger Aspect Holdings Limited	Tigress Productions Limited	02630259	100	Ordinary

Tiger Aspect Holdings Limited	Tiger Aspect Productions Limited	03643117	100	Ordinary
Tiger Aspect Productions Limited	Tiger Aspect Pictures Limited	02904886	60	Ordinary
Tiger Aspect Holdings Limited	Tiger Aspect Pictures Limited	02904886	40	Ordinary
Tiger Aspect Productions Limited	Izenda Productions Limited	04929050	1	Ordinary
Tiger Aspect Productions Limited	Tiger Aspect Drama Limited	08640684	1	Ordinary
Tiger Aspect Productions Limited	Tiger Aspect Animation Limited	08640710	1	Ordinary
Tiger Aspect Productions Limited	Tiger Aspect Drama (Ripper Street) Limited	08911103	1	Ordinary
Endemol UK Holding Limited	Edam SLB	07239432	100	Ordinary
Endemol UK Limited	Zeppotron Limited	06057667	30,000	Ordinary (A)
			13,360	Ordinary (B)
Artists' Studio TV Ltd	Artists Studio Management Ltd	06640999	1	Ordinary
Artists' Studio TV Ltd	Artists Studio Productions Ltd	07467780	1	Ordinary
Artists' Studio TV Ltd	Artists Studio (US Formats) Ltd	08524995	1	Ordinary
Tiger Aspect Pictures Limited	Tiger Aspect Films Limited	02950699	2	Ordinary

Part 2 **SPECIFIC INTELLECTUAL PROPERTY**

[None at signing]

Schedule 3
FORMS OF LETTER FOR ACCOUNT BANK

Part 1
NOTICE TO ACCOUNT BANK

To: [Account Bank]

Copy: Deutsche Bank AG New York Branch

[Date]

Dear Sirs,

Security agreement dated [●] 2014 between [●] and others and Deutsche Bank AG New York Branch (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement each of the companies listed at the end of this notice has charged (by way of a first fixed charge) in favour of Deutsche Bank AG New York Branch as agent and trustee for the Secured Parties referred to in the Security Agreement (the **Collateral Agent**) as first priority chargee all of its rights in respect of any amount standing to the credit of any charged account maintained by it with you at any of your branches (the **Charged Accounts**) and the debts represented by the Charged Accounts

1 We irrevocably instruct and authorise you to:

- (a) disclose to the Collateral Agent any information relating to any Charged Account requested from you by the Collateral Agent, and
- (b) comply with the terms of any written notice or instruction relating to any Charged Account received by you from the Collateral Agent;

2 Following the occurrence of an Enforcement Event on [●], we confirm that we shall now not be permitted to withdraw any amount standing to the credit of any Charged Account without the prior written consent of the Collateral Agent and we irrevocably instruct and authorise you to

- (c) hold all sums standing to the credit of any Charged Account to the order of the Collateral Agent, and
- (d) only pay or release any sum standing to the credit of any Charged Account in accordance with the written instructions of the Collateral Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or any Chargor and without any enquiry by you as to the justification for or validity of any request, notice or instruction

The instructions in this letter may not be revoked or amended without the prior written consent of the Collateral Agent.

This letter is governed by English law.

Please send to the Collateral Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

Yours faithfully,

.

(Authorised signatory)

For [●]

as agent for each of the Chargors named below

CHARGORS

[●]

[●]

[●]

Part 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: Deutsche Bank AG New York Branch

Copy: [●]

[Date]

Dear Sirs,

Security agreement dated [●] 2014 between [●] and others and Deutsche Bank AG New York Branch (the Security Agreement)

We confirm receipt from [●] (the Borrower) on behalf of certain chargors (the **Chargors**) of a notice dated [●] of a charge upon the terms of the Security Agreement over all the rights of each Chargor to any amount standing to the credit of any of its charged accounts with us at any of our branches (the **Charged Accounts**).

We confirm that we:

- (e) accept the instructions contained in the notice and agree to comply with the notice,
- (f) have not received notice of the interest of any third party in any Charged Account,
- (g) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Charged Account,
- (h) shall not permit any Chargor to withdraw any amount standing to the credit of any Charged Account without the prior written consent of the Collateral Agent and that we shall
 - (i) hold all sums standing to the credit of any Charged Account in accordance with the written instructions of the Collateral Agent;
 - (ii) hold all sums standing to the credit of any Charged Account to the order of the Collateral Agent; and
 - (iii) only pay or release any sum standing to the credit of any Charged Account in accordance with the written instructions of the Collateral Agent.

Nothing contained in any of our arrangements with you shall commit us to providing any facilities or making advances available to any of the Chargors.

This letter is governed by English law.

Yours faithfully,

.

(Authorised signatory)

[Account Bank]

Schedule 4

Form of Deed of Accession

THIS DEED is dated []

BETWEEN:

- (1) [] (registered number []) with its registered office at []
(the **Additional Chargor**),
- (2) [] as agent for each of the Chargors under and as defined in the Security Agreement referred to below (the **Borrower**); and
- (3) **DEUTSCHE BANK AG NEW YORK BRANCH** as agent and trustee for the Secured Parties under and as defined in the First Lien Credit Agreement referred to below (the **Collateral Agent**).

BACKGROUND:

- (A) The Additional Chargor is a [wholly-owned] Subsidiary of [the Borrower]
- (B) The Borrower has entered into a security agreement dated [] August 2014 (the **Security Agreement**) between the Borrower, the Chargors under and as defined in the Security Agreement and the Collateral Agent.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement. The Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as a Loan Party.
- (D) 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

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Loan Document.

2. Accession

With effect from the date of this Deed the Additional Chargor

- (a) will become a party to the Security Agreement as a Chargor; and
- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

3. Security

- (a) Paragraphs (b) to (f) below apply without prejudice to the generality of clause 2 (*Accession*) of this Deed.
- (b) All this Security.
 - (i) is created in favour of the Collateral Agent;
 - (ii) is security for the payment, discharge and performance of all the Secured Liabilities; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) If the Additional Chargor assigns an agreement under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained.
 - (i) the Additional Chargor must notify the Collateral Agent immediately;
 - (ii) the assignment or charge will not take effect until that consent is obtained;
 - (iii) unless the Collateral Agent otherwise requires, the Additional Chargor must, and each other Additional Chargor must ensure that the Additional Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable; and
 - (iv) the Additional Chargor must promptly supply to the Collateral Agent a copy of the consent obtained by it.
- (d) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties.
- (e) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of this Security.
- (f) The Additional Chargor
 - (i) charges by way of a first fixed charge all shares owned by it and specified in Part 1 of the schedule to this Deed; and
 - (ii) charges by way of a first fixed charge all of its rights in respect of any Intellectual Property specified in Part 2 of the schedule to this Deed

SCHEDULE

Part 1

SHARES

Name of company in which shares are held	Company registration number	No of shares held	Type of share held
[]	[]	[]	[]
[]	[]	[]	[]

Part 2

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Description

[]

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargor

Executed as a deed by
[ADDITIONAL CHARGOR]
acting by

.....
Director

acting under the authority of that
company, in the presence of:

Witness's Signature:

Name

Address:

The Borrower

Executed as a deed by
AP NMT ACQUISITION B.V.
a company incorporated in the Netherlands
acting by the person named below, being
persons who, in accordance with the laws of
that territory, are acting under
the authority of the company

Name:

Title .. .

The Collateral Agent

Deutsche Bank AG New York Branch

By:

SIGNATORIES (TO THE AGREEMENT)

The Borrower

Executed as a deed by
AP NMT ACQUISITION B V
a company incorporated in the Netherlands
acting by the person named below, being
persons who, in accordance with the laws of
that territory, are acting under
the authority of the company

Name

Title


JUST SPEE

AUTHORISED SIGNATORY

The Original Chargors

Executed as a deed by
ENDEMOL GROUP LIMITED
acting by

JUST SPEE

Director


in the presence of

Witness's Signature

Name

Address

(Occupation of Witness)


TIM ELKERBOUT

FRESHFIELD BRINKHANS OERINGER LLP, 1077 XZ AMSTERDAM

ADVOCaat

Executed as a deed by
ENDEMOL WORLDWIDE
DISTRIBUTION HOLDING LIMITED
acting by

JUST SPEE
Director

in the presence of

Witness's Signature

Name

TIM ELKERSBONT

Address

FRESHFIELD BRUCKHAUS PERINAE LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
ENDEMOL WORLDWIDE
DISTRIBUTION LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
ENDEMOL WORLDWIDE
DISTRIBUTION LIMITED

in the presence of

Witness's Signature

Name

TIM ELKERSBONT

Address

FRESHFIELD BRUCKHAUS PERINAE LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by
ENDEMOL UK HOLDING LIMITED
acting by

JHIT SPEE
Director

in the presence of

Witness's Signature

Name

TIM ELKEBOUT

Address

FRESHFIELDS BRUCKHAUS DEWINTER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by
ENDEMOL INTERNATIONAL LIMITED
acting by

JHIT SPEE
Director

in the presence of

Witness's Signature

Name

TIM ELKEBOUT

Address

FRESHFIELDS BRUCKHAUS DEWINTER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
ENDEMOL GAMES LIMITED
under a power of attorney dated 4 August 2014

JUST SPEE
Attorney for
ENDEMOL GAMES LIMITED

in the presence of

Witness's Signature

Name

Address

(Occupation of Witness)

TIM ELKERSBINT

FRESHFIELDS BRUCKHAUS DERINGER LLP, 1077 XZ AMSTERDAM

ADVOCAT

Executed as a deed by
ENDEMOL UK LIMITED
acting by

JUST SPEE
Director

in the presence of

Witness's Signature

Name

Address

(Occupation of Witness)

TIM ELKERSBINT

FRESHFIELDS BRUCKHAUS DERINGER LLP, 1077 XZ AMSTERDAM

ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
BRIGHTER PICTURES LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
BRIGHTER PICTURES LIMITED

in the presence of.

Witness's Signature

Name

Address

(Occupation of Witness)

TIM ELKERSBINT

FRESHFIELDS BRUCKHAUS DERINGER LLP, 1077 XZ AMSTERDAM

ADVOCaat

Executed as a deed by
JUST SPEE as attorney for
TRONPIPE LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE.
Attorney for
TRONPIPE LIMITED

in the presence of

Witness's Signature

Name

Address

(Occupation of Witness)

TIM ELKERSBINT

FRESHFIELDS BRUCKHAUS DERINGER LLP, 1077 XZ AMSTERDAM

ADVOCaat

Executed as a deed by
JUST SPEE as attorney for
TIGER ASPECT HOLDINGS LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
TIGER ASPECT HOLDINGS LIMITED

in the presence of
Witness's Signature

Name:

TIM ELKERSBINT

Address

FRESHFIELD & BUCKHART, DERINGER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
DREAM ALLIANCE PRODUCTIONS LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE.
Attorney for
DREAM ALLIANCE PRODUCTIONS LIMITED

in the presence of
Witness's Signature.

Name.

TIM ELKERSBINT

Address

FRESHFIELD & BUCKHART, DERINGER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
TIGER ASPECT ANIMATION LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
TIGER ASPECT ANIMATION LIMITED

in the presence of
Witness's Signature

Name

TIM ELKERRAFT

Address

FRESHFIELDS BRUCKHAUS DERINKER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCaat

Executed as a deed by
JUST SPEE as attorney for
TIGER ASPECT DRAMA LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
TIGER ASPECT DRAMA LIMITED

in the presence of
Witness's Signature

Name

TIM ELKERRAFT

Address

FRESHFIELDS BRUCKHAUS DERINKER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCaat

Executed as a deed by
JUST SPEE as attorney for
TIGER ASPECT ANIMATION (RIPPER STREET) LIMITED

under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
TIGER ASPECT ANIMATION (RIPPER STREET) LIMITED

in the presence of
Witness's Signature.

Name TIM ELKERSBINT

Address FRESHFIELDS BRUCKHAUS DEKINER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness) ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
ARTISTS' STUDIO TV LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
ARTISTS' STUDIO TV LIMITED

in the presence of
Witness's Signature

Name TIM ELKERSBINT

Address FRESHFIELDS BRUCKHAUS DEKINER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness) ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
FAR MOOR MEDIA LIMITED

under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
FAR MOOR MEDIA LIMITED

in the presence of
Witness's Signature

Name

TIM ELKERSBOUT

Address

FRESHFIELD & BRUCKHANS DE RIJNKER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
ARTISTS STUDIO MANAGEMENT LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
ARTISTS STUDIO MANAGEMENT LIMITED

in the presence of
Witness's Signature

Name

TIM ELKERSBOUT

Address

FRESHFIELD & BRUCKHANS DE RIJNKER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
ARTISTS STUDIO PRODUCTIONS LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
ARTISTS STUDIO PRODUCTIONS LIMITED

in the presence of
Witness's Signature

Name

TIM ELKEAANT

Address

FRESHFIELDS BRUCKHAUS DERINGER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
ARTISTS STUDIO (US FORMATS) LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
ARTISTS STUDIO (US FORMATS) LIMITED

in the presence of
Witness's Signature

Name

TIM ELKEAANT

Address

FRESHFIELDS BRUCKHAUS DERINGER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by

JUST SPEE as attorney for
DARLOW SMITHSON PRODUCTIONS LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE

Attorney for
DARLOW SMITHSON PRODUCTIONS LIMITED

in the presence of

Witness's Signature

Name

TIM ELKERAAT

Address

FRESHFIELDS BRUCKHAUS DEINER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVILAT

Executed as a deed by

JUST SPEE as attorney for
HOLY MOLY ENTERTAINMENT LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE

Attorney for
HOLY MOLY ENTERTAINMENT LIMITED

in the presence of

Witness's Signature

Name

TIM ELKERAAT

Address

FRESHFIELDS BRUCKHAUS DEINER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVILAT

Executed as a deed by

JUST SPEE as attorney for
IZENDA PRODUCTIONS LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE

Attorney for
IZENDA PRODUCTIONS LIMITED

in the presence of.

Witness's Signature.

Name.

TIM. ELKERBANT

Address

FRESHFIELDS BUCKHANS DEKINER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by

JUST SPEE as attorney for
TIGER ASPECT FILMS LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE

Attorney for
TIGER ASPECT FILMS LIMITED

in the presence of

Witness's Signature

Name

TIM ELKERBANT

Address

FRESHFIELDS BUCKHANS DEKINER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
TIGER ASPECT PICTURES LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE

Attorney for
TIGER ASPECT PICTURES LIMITED

in the presence of

Witness's Signature

Name

TIM ELKERSBUNT

Address

FRESHFIELD & BRUCKHANS DE RINGEER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
TIGRESS PRODUCTIONS LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE

Attorney for
TIGRESS PRODUCTIONS LIMITED

in the presence of

Witness's Signature

Name

TIM ELKERSBUNT

Address

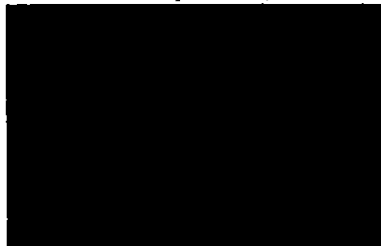
FRESHFIELD & BRUCKHANS DE RINGEER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVOCAT

Executed as a deed by
JUST SPEE as attorney for
ZEPPOTRON LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
ZEPPOTRON LIMITED



in the presence of:

Witness's Signature

Name

TIM ELKERSBINT

Address

FRESHFIELDS BRUCKHANS DEKINER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVILAT

Executed as a deed by
JUST SPEE as attorney for
TIGER ASPECT PRODUCTIONS LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
TIGER ASPECT PRODUCTIONS LIMITED



in the presence of:

Witness's Signature



Name

TIM ELKERSBINT

Address

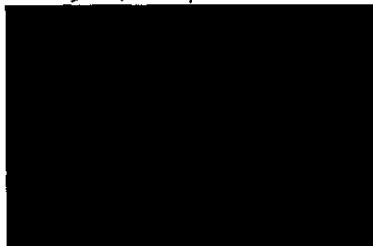
FRESHFIELDS BRUCKHANS DEKINER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVILAT

Executed as a deed by
JUST SPEE as attorney for
EDAM SLB LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
EDAM SLB LIMITED



in the presence of
Witness's Signature

Name

TIM ELKERAINT

Address

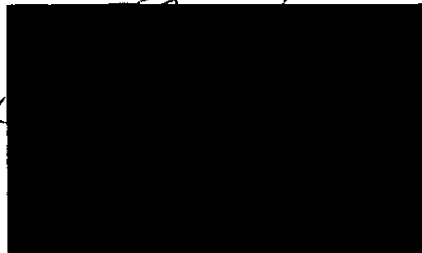
FRESHFIELDS BRUCKHAUS PERINGER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVILAT

Executed as a deed by
JUST SPEE as attorney for
PRIMETIME LIMITED
under a power of attorney dated 6 August 2014

JUST SPEE
Attorney for
PRIMETIME LIMITED



in the presence of
Witness's Signature.

Name

TIM ELKERAINT

Address

FRESHFIELDS BRUCKHAUS PERINGER LLP, 1077 XZ AMSTERDAM

(Occupation of Witness)

ADVILAT

Executed as a deed by

ENDEMOL OPCO HOLDING B V
a company incorporated in the Netherlands
acting by the person named below, being
persons who, in accordance with the laws of
that territory, are acting under
the authority of the company

Name



Title

 JUST SPEE
AUTHORISED SIGNATORY

The Collateral Agent

DEUTSCHE BANK AG NEW YORK BRANCH

By

Executed as a deed by

ENDEMOL OPCO HOLDING B V
a company incorporated in the Netherlands
acting by the person named below, being
persons who, in accordance with the laws of
that territory, are acting under
the authority of the company

Name.

JUST SPEE

Title. AUTHORISED SIGNATORY

The Collateral Agent

DEUTSCHE BANK AG NEW YORK BRANCH

By

[Redacted Signature]

Michael Winters
Vice President

[Redacted Signature]

Michael Shannon
Vice President