

221678/13

In accordance with
Section 860 of the
Companies Act 2006.

MG01

Particulars of a mortgage or charge



A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

☐ **What this form is NOT for**
You cannot use this form to re-
particulars of a charge for a Sc
company. To do this, please u
form MG01s.

TUESDAY



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01/12/2009

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COMPANIES HOUSE

1 Company details

Company number 0 1 5 7 7 7 5 4

Company name in full Endemol Worldwide Distribution Limited
(the New Chargor)

i 3 For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 01 07 2007

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description Deed of Accession between, among others, the New Chargor and the Security Agent (as defined
below) dated 17 November 2009 (the **Deed**) in relation to a Security Agreement between, among
others, Edam Acquisition Holding IV B.V. (the **Parent**) and the Security Agent dated 12
December 2007 (the **Security Agreement**) and stamped as registered with Companies House on
20 December 2007.

4 Amount secured

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

Amount secured All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other
capacity whatsoever) of each Obligor (as defined below) to any
Secured Party (as defined below) under each or any of the Senior
Finance Documents (as defined below) and the Mezzanine Finance
Documents (as defined below), together with all costs, charges and
expenses incurred by any Secured Party in connection with the
protection, preservation or enforcement of its respective rights under
the Senior Finance Documents and the Mezzanine Finance
Documents or any other document evidencing or securing any such
liabilities (together the **Secured Liabilities**).

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

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

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

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

Name

Barclays Bank PLC

Address

5 The North Colonnade, Canary Wharf, London,

as agent and trustee for the Secured Parties (the **Security Agent**).

Postcode

E 1 4 4 B B

Name

N/A

Address

Postcode

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

Please give the short particulars of the property mortgaged or charged.

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

Short particulars

1.1 Accession

With effect from the date of the Deed:

(a) the New Chargor:

(i) became a party to the Security Agreement as a Chargor; and

(ii) is bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor; and

(b) the Security Agreement will be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the Security created will be created on the date of the Deed).

1.2 Security

(a) The Security created under the Security Agreement and the Deed:

(i) is created in favour of the Security 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.

Please see the attached continuation sheets.

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here.

Signature

Signature

X *Allen & Overy LLP* 27.11.09. X
on behalf of chargee

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

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Edward Reilly

Company name Allen & Overy LLP

Address 40 Bank Street, Canary Wharf

Post town London

Country/Region

Postcode E 1 4 5 D U

Country United Kingdom

DX

Telephone 020 3088 3313



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(b) The Security Agent holds the benefit of the Security Agreement and the Deed on trust for the Secured Parties.</p> <p>(c) Land</p> <p>(i) The New Chargor has charged:</p> <p>(A) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the New Chargor a right to occupy or use property; this includes any specified in Part 1 of the schedule to the Deed opposite its name; and</p> <p>(B) (to the extent that they are not the subject of a mortgage under sub-paragraph (A) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the New Chargor a right to occupy or use property.</p> <p>(ii) A reference in the Security Agreement to any freehold or leasehold property includes:</p> <p>(A) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the New Chargor; and</p> <p>(B) the benefit of any covenants for title given or entered into by any predecessor in title of the New Chargor in respect of that property and any moneys paid or payable in respect of those covenants.</p> <p>(d) Investments</p> <p>(i) The New Chargor has charged by way of a first mortgage:</p> <p>(A) all shares in any member of the Group owned by it or held by any nominee on its behalf; this includes all shares owned by it and specified in Part 2 of the schedule to the Deed opposite its name; and</p> <p>(B) all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalent Investments) owned by it or held by any nominee on its behalf.</p> <p>(ii) A reference in the Security Agreement to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:</p> <p>(A) any dividend, interest or other distribution paid or payable;</p> <p>(B) 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</p> <p>(C) any right under any custodian or other agreement, in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment.</p> <p>(e) Plant and machinery</p> <p>The New Chargor has charged 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.</p> <p>(f) Credit balances</p> <p>The New Chargor has charged 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 Charged Accounts specified in Part 5 of the schedule to the Deed opposite its name and the debt represented by those accounts.</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(g) Book debts</p> <p>The New Chargor has charged by way of a first fixed charge:</p> <ul style="list-style-type: none"> (i) all of its book and other debts; (ii) all other moneys due and owing to it; and (iii) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (i) or (ii) above. <p>(h) Insurances</p> <ul style="list-style-type: none"> (i) The New Chargor has assigned absolutely, subject to a proviso for reassignment on redemption, any Net Insurance Proceeds payable to it under or in connection with any of its insurance policies referred to in Clause 12.5 (Mandatory Prepayment) of the Senior Facilities Agreement and Clause 8.5 (Mandatory Prepayment) of the Mezzanine Credit Agreement and all of its rights in connection with those amounts. (ii) To the extent that they are not effectively assigned under paragraph (i) above, the New Chargor has charged by way of first fixed charge all amounts and rights described in paragraph (i) above. (iii) The New Chargor has charged by way of first fixed charge all amounts payable to it under or in connection with each of its other insurance policies and all of its rights in connection with those amounts. (iv) A reference above 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 an Obligor to a third party. <p>(i) Other contracts</p> <ul style="list-style-type: none"> (i) The New Chargor has assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of: <ul style="list-style-type: none"> (A) its Relevant Contracts; (B) any letter of credit issued in its favour, and (C) any bill of exchange or other negotiable instrument held by it. (ii) To the extent that any right described in paragraph (i) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (i) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the New Chargor may derive from that right or be awarded or entitled to in respect of that right. (iii) To the extent that they do not fall within any other Subclause of this Clause and are not effectively assigned under paragraph (i) above, the New Chargor has charged by way of first fixed charge all of its rights under each agreement and document to which it is a party. <p>(j) Intellectual Property</p> <p>The New Chargor has charged by way of a first fixed charge all of its rights in respect of any Intellectual Property including the Intellectual Property specified in Part 4 of the schedule to the Deed opposite its name.</p> <p>(k) Miscellaneous</p> <p>The New Chargor has charged by way of a first fixed charge:</p> <ul style="list-style-type: none"> (i) any beneficial interest, claim or entitlement it has to any assets of any pension fund; (ii) its goodwill; 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>(iii) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;</p> <p>(iv) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (iii) above; and</p> <p>(v) its uncalled capital.</p> <p>(1) Floating charge</p> <p>(i) The New Chargor has charged by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Security Agreement.</p> <p>(ii) Except as provided below, the Security Agent may by notice to the New Chargor convert the floating charge created by the New Chargor under the Security Agreement into a fixed charge as regards any of the New Chargor's assets specified in that notice, if:</p> <p>(A) an Enforcement Event is continuing;</p> <p>(B) the Security 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</p> <p>(C) the New Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 4 (Restrictions on dealings) of the Security Agreement.</p> <p>(iii) The floating charge created under the Security Agreement may not be converted into a fixed charge solely by reason of:</p> <p>(A) the obtaining of a moratorium; or</p> <p>(B) anything done with a view to obtaining a moratorium, under section 1A to the Insolvency Act 1986.</p> <p>(iv) The floating charge created under the Security Agreement will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the New Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.</p> <p>(v) The floating charge created under the Security Agreement is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.</p> <p>(vi) The giving by the Security Agent of a notice under paragraph (ii) above in relation to any asset of the New Chargor will not be construed as a waiver or abandonment of the Security 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 the Security Agreement or any other Transaction Security Document.</p> <p>2. RESTRICTIONS ON DEALINGS</p> <p>The New Chargor may not:</p> <p>(a) create or allow to exist any Security Interests on any of its Security Assets; or</p> <p>(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,</p> <p>unless permitted under the Senior Facilities Agreement and/or the Mezzanine Credit Agreement.</p>

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

3. SECURITY HELD BY THE NEW CHARGOR

The New Chargor may not, without the prior consent of the Security Agent, hold any security from any other Obligor in respect of the New Chargor's liability under the Security Agreement. The New Chargor will hold any security held by it in breach of this provision on trust for the Security Agent.

4. DEFINITIONS

The capitalised terms used in this Companies Form MG01 have the meaning set out below:

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company (meaning, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary) of that person or any other Subsidiary of that Holding Company.

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an ancillary facility in accordance with Clause 9 (Ancillary Facilities) of the Senior Facilities Agreement.

Cash Equivalent Investments means at any time:

- (a) certificates of deposit maturing within one year after the relevant date of calculation;
- (b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;
- (c) commercial paper not convertible or exchangeable to any other security:
 - (i) for which a recognised trading market exists;
 - (ii) issued by an issuer incorporated in the United States of America, the United Kingdom or any Participating Member State;
 - (iii) which matures within one year after the relevant date of calculation; and
 - (iv) which has a credit rating of either A-1 or higher by S&P or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;
- (d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by S&P or F1 or higher by Fitch Rating Ltd or P-1 or higher by Moody's, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than 30 days' notice; or
- (e) any other debt security approved by the Majority Lenders,

in each case, to which the New Chargor is alone (or together with other members of the Group beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents).

Charged Account means any bank account held by the New Chargor from time to time (other than the accounts specified in Schedule 3 (Trust Accounts) of the Security Agreement and any other trust account notified to the Security Agent in writing which is held by the New Chargor where the beneficiary of that trust account is not a member of the Group or any of their Affiliates).

Chargor means a Chargor under and as defined in the Security Agreement.

Enforcement Event means an Event of Default in respect of which any notice has been given to the Parent under Clause 28.20 (Acceleration) of the Senior Facilities Agreement or under Clause 24.20 (Acceleration) of the Mezzanine Credit Agreement.

Event of Default has the meaning given to that term in the Senior Facilities Agreement or the Mezzanine Credit Agreement (as appropriate).

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Short particulars

Format means

- (a) any original idea or concept, whether or not set out in writing, that can be or is used for any form of exploitation by television, telephone, mobile, internet, by way of issuance of letters, papers or magazines or other multi-media purposes or for merchandising, either worked out in detail or not, including but not limited to synopses, narrative documents, scripts, titles, games, interactive applications, instructions, documentation and data, and includes (without limitation) the manner in which the idea or concept or subject matter of a programme is presented including, type of costumes, title sequences, theme music, sequence of scenes, location, type of presenters, characters, any commonly recurring phrases and any other distinctive features and also includes any interactive application that is not related to a television programme and which can be exploited separate and independent of any television programme;

- (b) any Intellectual Property in relation to such original idea or concept, whether registered or unregistered; and

any goodwill in such original idea or concept.

Group means the Parent and each of its Subsidiaries (other than any Unrestricted Subsidiary (having the meaning given to that term in the Senior Facilities Agreement or the Mezzanine Credit Agreement (as appropriate)) from time to time.

Hedge Counterparty means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

Intercreditor Agreement means the intercreditor agreement dated 3 July, 2007, as amended and restated on 12 December, 2007, 14 May, 2008 and 14 July, 2008 and made between, amongst others, the Parent, the Security Agent, the senior agent and the mezzanine agent.

Intellectual Property means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, Formats, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interest, whether registered or unregistered; and

- (b) the benefit of all applications and rights to use such assets of each member of the Group.

Investments means:

- (a) the Shares; and

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

which the New Chargor purports to mortgage or charge under the Security Agreement.

Lender means a Lender under and as defined in the Senior Facilities Agreement and the Mezzanine Credit Agreement.

Majority Lenders has the meaning given to that term in the Senior Facilities Agreement or the Mezzanine Credit Agreement (as appropriate).

Mezzanine Credit Agreement means the €325,000,000 mezzanine credit agreement dated 3 July, 2007, as amended and restated on 27 September, 2007, 12 December, 2007 and 14 May, 2008 between, amongst others, the Parent, the mezzanine agent and the Security Agent.

Mezzanine Finance Documents has:

- (a) until the Senior Debt Discharge Date, the meaning given to that term in the Senior Facilities Agreement; and

- (b) after the Senior Debt Discharge Date, the meaning given to that term in the Mezzanine Credit Agreement.

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Short particulars

Net Insurance Proceeds means, in relation to any claim or a series of related claims under any insurance policy (other than any third party liability insurance policy or any claim or a series of related claims for business interruption, loss of profit or any similar claim) by a member of the Group, the amount received in cash by a member of the Group in respect of such claim(s) after deducting proper costs and reasonable expenses incurred by members of the Group directly in connection with such claim(s).

Obligor means each Obligor as defined in the Senior Facilities Agreement and each Obligor as defined in the Mezzanine Credit Agreement.

Participating Member State means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

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

Relevant Contract means in relation to the New Chargor any agreement specified in Part 3 of the schedule to the Deed.

Secured Party means the Security Agent, the senior agent, each Lender, each Hedge Counterparty and the issuing bank and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) and from time to time party to (and as defined in) the Senior Facilities Agreement and the agent and each lender from time to time party to the Mezzanine Credit Agreement.

Security 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 Assets means all assets of the New Chargor, the subject of the Security Interests created by the Security Agreement.

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.

Senior Debt Discharge Date has the meaning given to that term in the Intercreditor Agreement.

Senior Facilities Agreement means the €2,475,000,000 senior facilities agreement dated 3 July, 2007, as amended and restated on 27 September, 2007, 12 December, 2007, 14 May, 2008 and 27 January, 2009, between, amongst others, the Parent, the senior agent and the Security Agent.

Senior Finance Document means the Senior Facilities Agreement, the Intercreditor Agreement, any Transaction Security Document, and each of the Mandate Letter, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Selection Notice, any Utilisation Request (each as defined in the Senior Facilities Agreement) and any other document designated as a "Senior Finance Document" by the senior agent and the Parent.

Shares means all shares in any member of the Group the subject of the Security Interests created by the Security Agreement.

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership.

Transaction Security Documents means each of the documents listed as being a Transaction Security Document in Schedule 5 (Transaction Security Documents) of the Senior Facilities Agreement or the Mezzanine Credit Agreement (as appropriate) together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Senior Finance Documents or the Mezzanine Finance Documents.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1577754
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 17
NOVEMBER 2009 AND CREATED BY ENDEMOL WORLDWIDE
DISTRIBUTION LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM EACH OBLIGOR TO ANY SECURED
PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS
OF THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 1
DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 DECEMBER
2009

plout



Companies House
— for the record —



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