



**Registration of a Charge**

Company name: **ENDEMOL SHINE INTERNATIONAL LIMITED**

Company number: **01577754**



X9BTQ6F4

Received for Electronic Filing: **20/08/2020**

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**Details of Charge**

Date of creation: **20/08/2020**

Charge code: **0157 7754 0016**

Persons entitled: **ELAVON FINANCIAL SERVICES DAC (AS SECURITY AGENT)**

Brief description: **NOT APPLICABLE**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**ANDREW PAISLEY**



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

Company number: 1577754

Charge code: 0157 7754 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th August 2020 and created by ENDEMOL SHINE INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2020 .

Given at Companies House, Cardiff on 21st August 2020

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to s.859G of the CA 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with s.859A of CA 2006 is a correct copy of the original security instrument.

Signature: Andrew Paisley  
Name: Andrew Paisley  
Title: Solicitor  
Date: 20 August 2020

## Security Accession Deed

This Security Accession Deed is made on 20 August 2020

### Between:

- (1) Each Subsidiary listed in Schedule 1 (The New Chargors) (the “**New Chargors**” and each a “**New Chargor**”); and
- (2) Elavon Financial Services DAC as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

### Recital:

This deed is supplemental to a Debenture dated 11 February 2020 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

Now this deed witnesses as follows:

## 1. Interpretation

### 1.1 Definitions

Terms defined in the Debenture shall have the same meanings when used in this deed.

### 1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

## 2. Accession of the New Chargors

### 2.1 Accession

The New Chargors agree to be a Chargor for the purposes of the Debenture with immediate effect and agree to be bound by all of the terms of the Debenture as if each New Chargor had originally been a party to it as a Chargor.

### 2.2 Covenant to pay

Subject to any limits on its liability specified in the Debt Documents, the New Chargors covenant, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it each New Chargor will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

### 2.3 Fixed Security

Subject to Clause 3.4 (*Excluded Assets*) of the Debenture, the New Chargors, as continuing security for the payment of the Secured Obligations, charge in favour of the Security Agent by way of fixed charge with full title guarantee, the Shares and all corresponding Related Rights, both present and future, from time to time owned by it or in which it has an interest.

### 2.4 Floating Charge

Subject to Clause 3.4 (*Excluded Assets*) of the Debenture, as further continuing security for the full payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*).

## 3. Consent of Existing Chargors

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

## 4. Construction of Debenture

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” will be deemed to include this deed.

## 5. Governing Law and Jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law and the parties agree that 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 or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed on the date first above written.

### **Schedule 1 to Security Accession Deed: The New Chargors**

<b>NAME</b>	<b>JURISDICTION</b>	<b>REGISTERED NUMBER</b>
Endemol Shine International Limited	England & Wales	01577754
Endemol UK Holding Limited	England & Wales	02585418
Shine TV Limited	England & Wales	06978553
Tiger Aspect Productions Limited	England & Wales	03643117
Kudos Film & Television Limited	England & Wales	04387591
Primetime Limited	England & Wales	00901456

**Schedule 2 to Security Accession Deed: Shares**

<b>Name of Chargor which holds the shares</b>	<b>Name of Obligor issuing shares</b>	<b>Number and class</b>
Primetime Limited	Endemol Shine International Limited	3330770 Ordinary Shares

## Signatories to Security Accession Deed

### The New Chargor

**EXECUTED** as a **DEED** by  
**ENDEMOL SHINE INTERNATIONAL LIMITED** acting by:

REDACTED

\_\_\_\_\_  
Catherine Payne (Aug 7, 2020 17:35 GMT+1)

Director

in the presence of:

REDACTED

Witness:

\_\_\_\_\_  
Caitlin Brown (Aug 7, 2020 18:21 GMT+1)

Name:

**Caitlin Brown**

Address:

REDACTED

Occupation:

**Executive Assistant**

### Notice Details

Address: 5 Rue Francois 1er, 75008 Paris, France  
Email: s.courbit@lovgroup.com  
Attention: Mr. Stéphane Courbit, representative of the Président

Copy to:  
Address: 5 Rue Francois 1er, 75008 Paris, France  
Email: s.kurinckx@banijay.com  
Attention: Mrs. Sophie Kurinckx, Banijay Group CFO



~~EXECUTED~~ as a DEED by  
~~ENDEMOL UK HOLDING LIMITED~~ acting by:

REDACTED

~~Director~~

in the presence of:

REDACTED

Witness:

Name:

Katie Keck

Address:

REDACTED

Occupation:

EA

Notice Details

Address: 5 Rue Francois 1er, 75008 Paris, France  
Email: s.courbit@lovgroup.com  
Attention: Mr. Stéphane Courbit, representative of the Président

Copy to:  
Address: 5 Rue Francois 1er, 75008 Paris, France  
Email: s.kurinecx@banijay.com  
Attention: Mrs. Sophie Kurinecx, Banijay Group CFO

EXECUTED as a DEED by  
SHINE TV LIMITED acting by:

REDACTED

Director

in the presence of:

Witness: REDACTED

Name: BRONAGH KEPPLEA

Address: REDACTED

Occupation: Business Affairs Executive

Notice Details

Address: 5 Rue Francois 1er, 75008 Paris, France  
Email: s.courbit@lovgroup.com  
Attention: Mr. Stéphane Courbit, representative of the Président

Copy to:  
Address: 5 Rue Francois 1er, 75008 Paris, France  
Email: s.kurinecx@banijay.com  
Attention: Mrs. Sophie Kurinecx, Banijay Group CFO

**EXECUTED** as a **DEED** by  
**TIGER ASPECT PRODUCTIONS LIMITED** acting by:  
**REDACTED**

Director

in the presence of:

Witness: **REDACTED** \_\_\_\_\_

Name: BRONAGH KEPPLE

Address: **REDACTED**

Occupation: Business Affairs Executive

Notice Details

Address: 5 Rue Francois 1er, 75008 Paris, France  
Email: s.courbit@lovgroup.com  
Attention: Mr. Stéphane Courbit, representative of the Président

Copy to:  
Address: 5 Rue Francois 1er, 75008 Paris, France  
Email: s.kurinekx@banijay.com  
Attention: Mrs. Sophie Kurinekx, Banijay Group CFO

EXECUTED as a DEED by  
KUDOS FILM & TELEVISION LIMITED acting by  
**REDACTED**

Director

in the presence of:

Witness: **REDACTED**

Name: BONAGH KERRER

Address: **REDACTED**

Occupation: Business Affairs Executive

Notice Details

Address: 5 Rue Francois 1er, 75008 Paris, France  
Email: s.courbit@lovgroup.com  
Attention: Mr. Stéphane Courbit, representative of the Président

Copy to:  
Address: 5 Rue Francois 1er, 75008 Paris, France  
Email: s.kurinckx@banijay.com  
Attention: Mrs. Sophie Kurinckx, Banijay Group CFO

EXECUTED as a DEED by  
PRIMETIME LIMITED acting by:  
**REDACTED**

Director \_\_\_\_\_

in the presence of:

Witness: **REDACTED**

Name: MISS VICTORIA HIGNELL

Address: **REDACTED**

Occupation: NANNY

Notice Details

Address:	5 Rue Francois 1er, 75008 Paris, France
Email:	s.courbit@lovgroup.com
Attention:	Mr. Stéphane Courbit, representative of the Président
Copy to:	
Address:	5 Rue Francois 1er, 75008 Paris, France
Email:	s.kurinckx@banijay.com
Attention:	Mrs. Sophie Kurinckx, Banijay Group CFO

**The Security Agent**

**ELAVON FINANCIAL SERVICES DAC**

**REDACTED**

By: 

**Chris Holman**  
**Authorized Signatory**