



Registration of a Charge

Company Name: **NORTHSIX EUROPE LIMITED**

Company Number: **06483938**



XCFEVI2W

Received for filing in Electronic Format on the: **02/11/2023**

Details of Charge

Date of creation: **31/10/2023**

Charge code: **0648 3938 0003**

Persons entitled: **ALTER DOMUS TRUSTEES (UK) LIMITED**

Brief description:

Contains fixed charge(s).

Authentication of Form

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

Authentication of Instrument

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

Certified by: **AKIN GUMP LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6483938

Charge code: 0648 3938 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st October 2023 and created by NORTHSIX EUROPE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2023 .

Given at Companies House, Cardiff on 3rd November 2023

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



Companies House



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

FINANCIAL SECURITIES ACCOUNT PLEDGE AGREEMENT
(CONTRAT DE NANTISSEMENT DE COMPTE-TITRES)

31 OCTOBER 2023

Between

NORTHSIX EUROPE LIMITED
as Security Provider

and

THE ORIGINAL BENEFICIARIES
(as defined in this Agreement)

and

ALTER DOMUS TRUSTEES (UK) LIMITED
as Security Agent

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THIS FINANCIAL SECURITIES ACCOUNT PLEDGE AGREEMENT is made BETWEEN:

- (1) **NORTHSIX EUROPE LIMITED**, a private limited company having its registered office located Rochelle Robson House 24 ClubRow Studio 3, London E2 7EY, United Kingdom and registered under number 06483938 (the **Security Provider**);
- (2) **THE ENTITIES** listed in Schedule 1 (Original Beneficiaries) as beneficiaries (the **Original Beneficiaries**), represented by the Security Agent; and
- (3) **ALTER DOMUS TRUSTEES (UK) LIMITED**, a company incorporated under the laws of England and Wales, with registration number 09272338 09271383 with its registered office at 10th Floor, 30 St Mary Axe, London, United Kingdom, EC3A 8BF, as security agent, acting for and on behalf of the Beneficiaries (the **Security Agent**).

BACKGROUND:

- (A) Pursuant to the Senior Facilities Agreement, the Original Beneficiaries have agreed, on the terms and conditions contained therein, to make certain credit facilities available to each Borrower.
- (B) Under the Senior Facilities Agreement, it is a requirement that the Security Provider enters into this financial securities account pledge agreement.

NOW IT IS AGREED, as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

Additional Financial Securities means any financial security issued by the Company, held by the Security Provider after the Signing Date and which is not a Subsequent Financial Security including, without limitation, any financial security resulting from an increase in capital (*augmentation de capital*).

Agreement means this financial securities account pledge agreement, together with the Schedules.

Beneficiaries means:

- (a) the Original Beneficiaries; and
- (b) any of their successors in title, permitted transferees or permitted assignees and any of their subsequent successors in title, permitted transferees or permitted assignees.

Cash Distribution means any amount payable in respect of the Financial Securities (*fruits et produits*) including, without limitation, any dividends, interests or other cash distributions.

Certificate of Pledge means:

- (a) a certificate of pledge (*attestation de nantissement de compte-titres*) issued by the Financial Securities Account Holder substantially in the form of Schedule 2 or in any other form as agreed by the Security Agent (acting reasonably); and

- (b) a certificate of pledge (*attestation de nantissement de compte bancaire spécial*) issued by the Special Account Bank Holder substantially in the form of Schedule 3 or in any other form as agreed by the Security Agent (acting reasonably).

Civil Code means the French *Code civil*.

Commercial Code means the French *Code de commerce*.

Company means NORTHSIX PARIS, a limited liability company (*société par actions simplifiée*) incorporated and existing under the laws of France, with its registered office at 11-13 rue Arthur Groussier, Paris (75010), France and registered with the trade and companies register (*Registre du Commerce et des Sociétés*) of Paris under number 750 125 056.

Credit Balance means the amount standing, at any time, to the credit of the Special Bank Account.

Delegate means any delegate, agent, attorney or manager appointed by the Security Agent.

Debt Documents has the meaning given to this term in the Intercreditor Agreement.

Enforcement Event means any of the following:

- (a) a failure to pay any Secured Liability; or
- (b) the delivery by the Agent of an acceleration notice under clause 24.17 (*Acceleration*) of the Senior Facilities Agreement.

Default means a Default as defined under the Senior Facilities Agreement.

Final Discharge Date has the meaning given to the term "Senior Discharge Date" in the Intercreditor Agreement.

Financial Securities means:

- (a) the Initial Financial Securities;
- (b) the Additional Financial Securities; and
- (c) the Subsequent Financial Securities.

Financial Securities Account means the special financial securities account (*compte-titres*) opened in the books of the Financial Securities Account Holder in the name of the Security Provider, as designated in the Statement of Pledge.

Financial Securities Account Holder means the Company in its capacity as account holder of the Financial Securities Account.

Initial Financial Securities means the shares of the Company held by the Security Provider at the Signing Date namely 3000 shares, representing 100% of the issued share capital of the Company.

Liability means any loss, damage, cost, charge, demand, expense, judgement, action, proceedings or any other type of liability (including, without limitation, in respect of tax) and including VAT or other similar taxes charged or chargeable in respect thereof and fees and expenses of any legal or other professional advisers or other Delegate on a full indemnity basis.

Monetary Code means the French *Code monétaire et financier*.

Party means a party to this Agreement.

Pledge means the pledge (*nantissement*) created over the Security Accounts pursuant to this Agreement and under the Statement of Pledge.

Secured Liabilities means each liability and obligation specified in Clause 2 (Secured Liabilities).

Security Accounts means the Financial Securities Account and, as from its opening, the Special Bank Account, or any of them, as the context requires.

Security Period means the period beginning on the Signing Date and ending on the Final Discharge Date.

Senior Facilities Agreement means the senior facilities agreement dated 7 April 2023 made between, among others, TG Studios US LLC and MatCap Ventures LLC as original borrowers, the MatCap Ventures LLP and Together Group Holdings plc, the Security Agent and the Lenders as defined therein.

Signing Date means the date on which each Party has signed:

- (a) this Agreement; and
- (b) the Statement of Pledge.

Special Bank Account Holder means the bank acting as the bank account holder (*teneur de compte bancaire*) of the Special Bank Account.

Special Bank Account means the special account (*compte spécial*, within the meaning of article L. 211-20-III of the Monetary Code) to be opened in the books of the Special Bank Account Holder in the name of the Security Provider within a 90-calendar days delay as from the date of execution of this Agreement as designated in the Statement of Pledge.

Statement of Pledge means the statement of financial securities account pledge (*déclaration de nantissement de compte-titres*) signed and issued by the Security Provider according to Clause 4.1 on the Signing Date with respect to the Financial Securities then credited to the Financial Securities Account and the Special Bank Account, substantially in the form of Schedule 2 (Form of Statement of Pledge).

Subsequent Financial Security means any financial security derived from the Initial Financial Securities or the Additional Financial Securities or which may, by any means, during the Security Period, be substituted for or be in addition to the Initial Financial Securities or the Additional Financial Securities including, without limitation, any financial security resulting from a financial securities exchange (*échange d'actions ou d'autres titres financiers*), a merger (*fusion*), an issue of financial securities (*émission de titres financiers*) or any similar transaction, a regrouping (*regroupement*), a free issue of financial securities, a subscription in cash or otherwise (with or without exercise of the preferential subscription right (*droit préférentiel de souscription*)).

1.2 Construction

- (a) Unless expressly defined in this Agreement, Capitalised terms used in this Agreement have the meaning ascribed to those terms in the Senior Facilities Agreement.

- (b) Unless a contrary indication appears in this Agreement, terms will be interpreted in accordance with 1.2 (Construction) to 1.9 (Instructions to the Agent and Security Agent) of the Senior Facilities Agreement.
- (c) In this Agreement, unless a contrary intention appears, a reference to:
 - (i) an **amendment** includes a supplement, novation, restatement or re-enactment and **amended** will be construed accordingly;
 - (ii) a Clause, a Paragraph or a Schedule is a reference to a clause or paragraph of, or a schedule to, this Agreement;
 - (iii) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
 - (iv) a party or any other person includes its successors in title, permitted assignees and permitted transferees;
 - (v) a **financial security** is a reference to a *titre financier* within the meaning of article L. 211-1-II of the Monetary Code;
 - (vi) a Finance Document or another document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document including any amendment providing for an increase in the amount or an extension of the maturity of a facility or any additional facility; and
 - (vii) the **Security Agent** is a reference to the security agent acting for and on behalf of the Beneficiaries in accordance with the Finance Documents.
- (d) Each Schedule forms an integral part of this Agreement.
- (e) Words importing the plural include the singular and vice versa.
- (f) The headings in this Agreement do not affect its interpretation.

2. SECURED LIABILITIES

- (a) This Agreement is entered into for the purpose of securing all the Liabilities (as defined in the Intercreditor Agreement) and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor (as defined in the Intercreditor Agreement) to any Secured Party under the Debt Documents (as defined in the Intercreditor Agreement), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the **Secured Liabilities**).
- (b) If there is a contradiction between the definition of Secured Liabilities set out in this Agreement and the definition of Secured Liabilities (*Obligations Garanties*) in the Statement of Pledge, the definition of Secured Liabilities in French in the Statement of Pledge shall prevail.

3. CREATION OF SECURITY

3.1 Pledge

- (a) In accordance with article L. 211-20 of the Monetary Code, as security for the payment and discharge in full of the Secured Liabilities, the Security Provider agrees to pledge and will pledge to the Beneficiaries, by signing the Statement of Pledge, the Security Accounts.
- (b) In accordance with article L. 211-20 of the Monetary Code, the scope of the Pledge (*assiette du nantissement*) comprises:
 - (i) the Initial Financial Securities;
 - (ii) any Subsequent Financial Security;
 - (iii) any Additional Financial Security credited to the Financial Securities Account; and
 - (iv) any Cash Distribution.

3.2 Subsequent assets

- (a) The Security Provider must ensure that the Financial Securities Account Holder:
 - (i) credits any Subsequent Financial Security or Additional Financial Security directly to the Financial Securities Account immediately upon the Security Provider becoming the owner of that Financial Security; and
 - (ii) pays all Cash Distributions directly into the Special Bank Account as from its opening.
- (b) In accordance with article L. 211-20 of the Monetary Code and Clause 3.1(b) (Pledge), any financial security and any sum credited to the Security Accounts after the Signing Date will be governed by the same terms as the terms governing those initially credited to the Security Accounts and will be treated as having been credited as at the Signing Date.

3.3 General

The Pledge is:

- (a) continuing security for the payment, discharge and performance of the Secured Liabilities and will extend to the ultimate balance of all sums due under the Debt Documents regardless of any intermediate payment or discharge in whole or in part;
- (b) in addition to, and not in any way prejudiced by, any other security now or subsequently held by or benefiting any Beneficiary; and
- (c) effective throughout the Security Period.

4. PERFECTION AND FURTHER ASSURANCES

4.1 Perfection

- (a) The Security Provider must, on the date of this Agreement:
 - (i) execute a Statement of Pledge, in accordance with article L. 211-20 of the Monetary Code;

- (ii) deliver an executed copy of the Statement of Pledge and of the Agreement to each of the Financial Securities Account Holder and the Special Bank Account Holder;
- (iii) ensure that the Financial Securities Account Holder:
 - (A) transfers the Initial Financial Securities to the credit of the Financial Securities Account;
 - (B) records in the Company's register of security transfers (*registre de mouvements de titres financiers*) and in the security holder's account (*compte de titulaire de titres financiers*) that the Initial Financial Securities have been credited to the Financial Securities Account; and
 - (C) issues a Certificate of Pledge in respect of the Financial Securities Account; and
- (iv) ensure that:
 - (A) the Special Bank Account is opened within a 90-calendar days delay as from the date of execution of this Agreement;
 - (B) the Special Bank Account Holder issues within 20 Business Days from date of opening of the Special Bank Account, a Certificate of Pledge in respect of the Special Bank Account; and
 - (C) any dividends paid by the Company to the Security Provider on or after the date on this Agreement but before the Special Bank Account is opened are paid into an account of Security Provider located in England which is the subject of Transaction Security.
- (b) Following the crediting of the Financial Securities Account in accordance with Clause 3.2 (Subsequent assets), the Security Provider must ensure that the Financial Securities Account Holder promptly:
 - (i) records the corresponding transfer in the Company's register of share transfers; and
 - (ii) issues a new Certificate of Pledge in respect of the Financial Securities Account.

4.2 Further assurances

The Security Provider must take, at its own expense, promptly and in any event within any time limit specified by the Security Agent or the Beneficiaries, whatever action the Security Agent or the Beneficiaries may reasonably require for:

- (a) creating, perfecting or protecting the Pledge; and
- (b) facilitating the enforcement of the Pledge or the exercise of any right, power or discretion of the Beneficiaries under this Agreement or the Statement of Pledge; and
- (c) facilitating the assignment or transfer of any rights or obligations of any Beneficiaries under the Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1 General

The Security Provider makes the representations set out in this Clause to the Beneficiaries.

5.2 Nature of security

- (a) The Pledge constitutes a first ranking pledge (*nantissement de premier rang*) over each Security Account.
- (b) It has full and exclusive title to each of the Security Accounts, free of any prior ranking or *pari passu* Security (except for those created under this Agreement and the Statement of Pledge) and other right and interest (including a purchase option agreement) in favour of any other person.

5.3 Financial Securities

- (a) The Financial Securities are fully paid up and represent one hundred per cent (100%) of the financial securities issued by the Company to the Security Provider.
- (b) The by-laws (*statuts*) of the Company do not contain any restriction on the transfer or the registration of the transfer of, the shares to, or by, the Beneficiaries which would impede enforcement of this Agreement.

5.4 Time for making representations and warranties

- (a) The representations and warranties set out in this Agreement (including in this Clause) are made on the Signing Date.
- (b) Unless a representation is expressed to be given at a specific date, each representation under this Agreement is deemed to be repeated by the Security Provider on each date on which any representations and warranties are deemed to be repeated under clause 20.39 (Times when representations made) of the Senior Facilities Agreement.
- (c) When a representation is deemed to be repeated, it is applied to the circumstances existing at the time of repetition.

6. UNDERTAKINGS

6.1 General

The Security Provider agrees to be bound during the Security Period by the undertakings set out in this Clause, save as expressly permitted under the Finance Documents.

6.2 General undertakings relating to the Security Accounts

- (a) The Security Provider must not:
 - (i) credit the Financial Securities, or permit any of them to be credited, to an account other than the Financial Securities Account;
 - (ii) credit the Cash Distributions, or permit any of them to be credited, to an account other than the Special Bank Account (as from its opening);

- (iii) close or transfer any Security Account unless as permitted under the Finance Documents;
 - (iv) appoint a new Financial Securities Account Holder or Special Bank Account Holder; or
 - (v) exercise the voting rights attached to the Financial Securities in a way which would materially and adversely affect, directly or indirectly the Pledge or any of the rights of the Beneficiaries under this Agreement.
- (b) The Security Provider must:
- (i) instruct the Company to pay any Cash Distribution to the Special Bank Account;
 - (ii) promptly notify the Security Agent of any occurrence which is likely to affect materially and adversely the validity or enforceability of the Pledge; and
 - (iii) comply with all obligations assumed by it in respect of the Security Accounts including taking all the necessary steps to defend its rights in respect of the Security Accounts against any claim or demand of any person in order to protect the rights of the Beneficiaries in respect of the Security Accounts or the Pledge.

6.3 Income and proceeds

- (a) The Security Provider must take reasonable efforts to cause the Special Bank Account Holder, in accordance with article L. 211-20 of the Monetary Code, to issue at the Security Agent's request a Certificate of Pledge which must include a statement of all Cash Distributions standing to the credit of the Special Bank Account, at the time of the request.
- (b) Notwithstanding Clause 3.1 (Pledge), so long as no Default is continuing, the Beneficiaries authorise the Security Provider to use and dispose of all Cash Distributions standing to the credit of the Special Bank Account from time to time, subject to the terms of this Agreement and the other Finance Documents.
- (c) After the occurrence of a Default and while it is continuing, the Security Agent may request the Special Bank Account Holder to block the Special Bank Account until further notice from the Security Agent.
- (d) After the Special Bank Account Holder receives the block notice referred to in Paragraph (c) above:
 - (i) the Credit Balance will cease to be available to the Security Provider and the Security Provider may not debit the Special Bank Account; and
 - (ii) the Special Bank Account will be blocked until the Security Agent notifies the Special Bank Account Holder that a Default is no longer continuing.
- (e) After the Special Bank Account Holder receives the notice referred to in Paragraph (d)(ii) above, the Security Provider may use the Credit Balance in accordance with Paragraph (b) above.
- (f) The Security Provider irrevocably and unconditionally authorises and instructs the Special Bank Account Holder to block the Special Bank Account and to prevent any withdrawal from the Special Bank Account immediately upon receipt of a notice to that effect from the Security

Agent, until receipt of either a revocation notice from the Security Agent or a notification confirming that the Pledge has been released. The terms of this instruction relating to the Special Bank Account may not be amended without the prior written consent of the Security Agent.

7. ENFORCEMENT OF SECURITY

7.1 General

After the occurrence of an Enforcement Event, the Beneficiaries, represented by the Security Agent, may immediately and in their absolute discretion, exercise any right under:

- (a) applicable law; or
- (b) Clauses 7.2 (Procedure for enforcement - Financial Securities) to 7.3 (Procedure for enforcement - Credit Balance) of this Agreement,

to enforce all or any part of the Pledge in any manner they see fit.

7.2 Procedure for enforcement - Financial Securities

- (a) Subject to Clause 7.1 (General), the Security Agent, acting for and on behalf of the Beneficiaries, may in respect of the Financial Securities:
 - (i) request foreclosure (*attribution judiciaire*) pursuant to article 2347 of the Civil Code;
 - (ii) sell the Financial Securities (as a whole or in part) by public auction (*vente publique*) pursuant to article 2346 of the Civil Code or in any other manner permitted by law; or
 - (iii) become the owner of the Financial Securities pursuant to article 2348 of the Civil Code and article L. 211-20 V. of the Monetary Code and in accordance with Paragraph (b) below without any court action or measure or formalities being required (*pacte comissoire*).
- (b) If the Beneficiaries elect to enforce the Pledge pursuant to article 2348 of the Civil Code:
 - (i) the appropriation (*attribution*) of and the transfer of ownership to the Beneficiaries will automatically occur two (2) Business Days following the date of receipt of a written notice (*mise en demeure*) sent by the Security Agent via registered letter with acknowledgement of receipt to the Borrowers, the Security Provider and the Company which has had no effect (the **Appropriation Date**);
 - (ii) the Security Agent acting in the name and on behalf of the Beneficiaries and the Security Provider shall appoint an expert as described below and in accordance with articles 2348 and 1843-4 of the Civil Code to determine the value of the Financial Securities as at the Appropriation Date (the **Enforcement Value**):
 - (A) the expert will be an internationally recognised firm of independent auditors;
 - (B) if (i) the Security Agent and the Security Provider fail to agree on appointing a firm to act as expert within seven (7) calendar days from the Appropriation Date or (ii) if that firm refuses, or is not in a position, to complete the relevant review within sixty (60) calendar days of its appointment, and the Security

Agent and the Security Provider fail to agree on an alternative expert which shall be any other firm specialising in the valuations of financial securities, within seven (7) calendar days from the expiry date of that (60) calendar day period, the Security Agent and the Security Provider acting together, or either of them acting separately, shall request the President of the Paris Commercial Court (*Président du Tribunal de commerce de Paris*) acting by way of summary proceedings (*en la forme des référés*) to appoint an expert among international and independent auditing firms. The decision of the President of the Paris Commercial Court will be final; and

- (c) the expert which has been appointed shall notify the Security Agent and the Pledgor of its valuation, which shall be accompanied by all supporting documentation;
- (d) the proceedings before the expert shall give the Parties concerned a reasonable opportunity to make oral or written statements; and
- (e) the proceedings shall require the relevant Parties to provide each other with a copy of any written statement that is provided to the expert at the same time as it is provided to the expert; and
- (f) the valuation made by the expert appointed under Paragraph (ii) above will be final and binding on all Parties save for any gross mistake (*erreur grossière*).

7.3 Procedure for enforcement - Credit Balance

Subject to Clause 7.1 (General), the Security Agent, acting for and on behalf of the Beneficiaries, may in respect of the Credit Balance, request the transfer of ownership in the Credit Balance to the Beneficiaries, with such transfer occurring automatically two (2) Business Days following a written notice (*mise en demeure*) sent by the Security Agent via registered letter with acknowledgement of receipt to the Borrowers, the Security Provider and the Special bank Account Holder, in accordance with the provisions of articles L. 211-20-V, D.211-11 and D. 211-12 of the Monetary Code.

8. APPLICATION OF PROCEEDS

The proceeds from the sale, judicial assignment or the transfer of ownership of the Financial Securities and/or the monies credited on the Special Bank Account pursuant to the enforcement of the Pledge must be applied by the Security Agent in or towards the payment of the Secured Liabilities in accordance with the Intercreditor Agreement and the difference (if positive) between the value of the Financial Securities on the Appropriation Date (as determined by the expert in the event of extrajudicial enforcement) and Secured Liabilities due (the "**Balance**") shall be paid to the Pledgor net of costs, taxes and charges which will be borne, if any, by the Security Agent at the earliest of the two following dates: (i) five (5) Business Days after the date on which the Security Agent actually receives the proceeds of the resale of the Financial Securities and (ii) the expiry of a period of twelve (12) months from the Appropriation Date (the said twelve (12) month period being extended to eighteen (18) months in the event that a process of resale of the Company Shares is underway on the date of completion of the twelve (12) month period).

9. LIABILITY AND INDEMNITY

Neither the Security Agent nor any of its agents shall be liable for any costs, losses or Liabilities arising in connection with the exercise of any of its rights, powers and discretions (including without limitation its rights, powers and discretions in connection with the enforcement of the Pledge) hereunder save for costs, losses, Liabilities and expenses arising from the gross negligence (*faute lourde*), wilful misconduct (*dol*) or fraud (*fraude*) of the Security Agent.

The Security Provider will indemnify the Security Agent and every attorney which may be appointed, from time to time, in respect of all documented costs, losses, Liabilities and expenses reasonably and properly incurred by it or them in the execution of any rights, powers or discretions vested in it or them pursuant to this Agreement, save for costs, losses, Liabilities and expenses arising from the gross negligence (*faute lourde*), wilful misconduct (*dol*) or fraud (*fraude*) of the Security Agent or its attorney or both.

10. DELEGATION

10.1 Power of attorney

To the extent permitted by law, the Security Agent and any other Beneficiary may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under or in connection with this Agreement.

10.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the relevant Beneficiary may think fit.

11. CHANGES TO THE PARTIES

11.1 General

Any right, privilege, power and action of the Beneficiaries will inure to the benefit of their respective successors and assigns as contemplated in this Clause and in accordance with the Finance Documents.

11.2 Security Provider

The Security Provider may not assign, transfer or novate any of its rights or obligations under this Agreement without the consent of the Beneficiaries.

11.3 Beneficiaries

- (a) Each Beneficiary may assign, transfer or novate any of its rights and obligations under this Agreement in the manner permitted under the Finance Documents.
- (b) If a Beneficiary novates or transfers by way of a novation all or part of its rights and obligations under the Finance Documents, that Beneficiary expressly reserves (and all the Parties expressly agree to that) its rights, powers, privileges and actions under this Agreement and the Pledge as security for the new rights and/or obligations and/or in favour of its successors, in accordance with the provisions of paragraph 2 of article 1334 of the Civil Code.

12. MISCELLANEOUS

12.1 Amendments

Any term of this Agreement may be amended by an agreement in writing between the Parties, subject to any restrictions in the Finance Documents and formality required by law.

12.2 No amendment of the Finance Documents

This Agreement has the sole purpose of establishing the Pledge for the benefit of the Beneficiaries and does not have the purpose or effect of modifying the rights or obligations set out in the Finance Documents.

12.3 Waivers and remedies cumulative

- (a) The rights and remedies of the Beneficiaries under this Agreement:
 - (i) may be exercised as often as necessary;
 - (ii) are cumulative and not exclusive of its rights under the general law; and
 - (iii) may be waived only in writing and specifically.
- (b) A delay in exercising or the non-exercise of any right or remedy may not be deemed as a waiver of that right or remedy.
- (c) The single or partial exercise of any right or remedy will not prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy.

13. SEVERABILITY

If a term or a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term or provision of this Agreement; or
- (b) the legality, validity or enforceability in other jurisdictions of that term or provision or any other term or provision of this Agreement.

14. RELEASE

At the end of the Security Period or earlier if expressly authorised under the Finance Documents, the Security Agent acting for and on behalf of the Beneficiaries shall, at the request and reasonable cost of the Security Provider, take whatever action is necessary to fully and irrevocably discharge the Pledge.

15. NOTICES

Unless expressly provided for otherwise in this Agreement, any communication in connection with this Agreement must be made, and will be effective, in the manner set out in clause 33 (Notices) of the Senior Facilities Agreement.

16. LANGUAGE

- (a) This Agreement is executed in the English language.
- (b) Notwithstanding Paragraph (a) above, the Statement of Pledge will be signed in the French language only. Only the French version of the Statement of Pledge will be binding.

17. GOVERNING LAW

This Agreement is governed by French law.

18. JURISDICTION

The Commercial Court of Paris (*Tribunal de commerce de Paris*) has exclusive jurisdiction to settle any dispute in connection with this Agreement or any documents or instruments delivered pursuant to it.

19. SECURITY AGENT

- (a) The Security Agent executes this Agreement as security agent in the exercise of the powers and authority conferred and vested in it under the Senior Facilities Agreement and any other Finance Document for and on behalf of the Beneficiaries for whom it acts. It will exercise its powers and authority under this Agreement in the manner provided for in the Senior Facilities Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Senior Facilities Agreement and the other Finance Documents.
- (b) Other than as expressly provided in the Finance Documents, the Security Agent shall not owe any fiduciary duties to any party to this Agreement or any of their directors, employees, agents, or affiliates.
- (c) Notwithstanding any other provision of this Agreement, in acting under and in accordance with this Agreement, the Security Agent is entitled to seek instructions from the Beneficiaries in accordance with the provisions of the Senior Facilities Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Beneficiary or Beneficiaries entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

20. NO HARDSHIP

Each Party hereby acknowledges that the provisions of article 1195 of the Civil Code shall not apply to it with respect to its obligations under this Agreement and that it shall not be entitled to make any claim under article 1195 of the Civil Code.

21. ELECTION OF DOMICILE

NORTHSIX EUROPE LIMITED irrevocably elects domicile at the registered address of the Company for the service of process in any proceedings before the Commercial court of Paris (*Tribunal de commerce de Paris*).

22. ELECTRONIC SIGNATURE

The Parties hereby agree to sign electronically the Agreement in accordance with the provisions of Electronic Signature Laws and Regulations, through the service provider DocuSign who will ensure the security and integrity of the digital copies of Agreement in accordance with the Electronic Signature Laws and Regulations.

Each Party hereby undertakes to take all appropriate measures to ensure that the electronic signature of the Agreement is made by its representative duly authorized for the purpose hereof.

Each Party hereby acknowledges and agrees that its signing of the Agreement via the abovementioned electronic process is made in full knowledge of the technology implemented, its relating terms of use and the Electronic Signature Laws and Regulations, and, accordingly, hereby irrevocably and unconditionally waives any right such Party may have to initiate any claim and/or legal action, directly

or indirectly arising out of or relating to the reliability of said electronic signature process and/or the evidence of its intention to enter into the Agreement in this respect.

For the purposes of this Clause:

"Electronic Signature Laws and Regulations" means articles 1366 and 1367 of the French Civil Code, the decree n°2017-1416 dated 28 September 2017 on the electronic signature and the EIDAS Regulation.

SCHEDULE 1

ORIGINAL BENEFICIARIES

1. The Agent

ALTER DOMUS (US) LLC, a company incorporated under the laws of Delaware, with registration number 4700480 with its registered office at 225 West Washington St, 9th Floor, Chicago, Illinois 60606

2. The Security Agent

ALTER DOMUS TRUSTEES (UK) LIMITED, a company incorporated under the laws of England and Wales, with registration number 09272338 09271383 with its registered office at 10th Floor, 30 St Mary Axe, London, United Kingdom, EC3A 8BF

3. The Original Lenders

PGIM PRIVATE CREDIT FUND, a financial institution having its registered office located 655 Broad Street, Newark, Essex, NJ, 07102, United States and registered under number 88-1771414

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a financial institution having its registered office located 751 Broad St., Newark, Essex, NJ, 07102, United States and registered under number 0900050867

PRUCO LIFE INSURANCE COMPANY, a financial institution having its registered office located 3800 North Central Avenue, Suite 460, Phoenix, AZ, 85012, United States and registered under number 0085396-5

PRUDENTIAL LEGACY INSURANCE COMPANY OF NEW JERSEY, a financial institution having its registered office located 213 Washington Street, Newark, Essex, NJ, 07102, United States and registered under number 27-2457213

4. Others

PGIM, inc, a financial institution having its registered office located 655 Broad Street, Newark, Essex, NJ, 07102, United States and registered under number 0100229578

FORM OF STATEMENT OF PLEDGE

DÉCLARATION DE NANTISSEMENT DE COMPTE DE TITRES FINANCIERS

soumise aux dispositions de l'article L. 211-20 du Code monétaire et financier

NORTHSIX EUROPE LIMITED, société à responsabilité limitée de droit anglais, ayant son siège social sis à Rochelle Robson House 24 ClubRow Studio 3, London E2 7EY, immatriculée auprès de la Companies House sous le numéro 06483938 (le **Constituant**)

constitue en nantissement :

- (i) le compte-titres décrit ci-dessous (le **Compte-Titres**) sur lequel sont initialement inscrits les titres financiers décrits ci-dessous (les **Titres Financiers**) ; et
- (ii) à compter de son ouverture, le compte bancaire spécial décrit ci-dessous (le **Compte Bancaire Spécial**) sur lequel sont crédités tous les fruits et produits relatifs aux Titres Financiers (ledit Compte Bancaire Spécial étant réputé faire partie intégrante du Compte-Titres à la date de la présente déclaration),

conformément à un contrat de nantissement de compte-titres en langue anglaise intitulé "*Financial Securities Account Pledge Agreement*" conclu à la date des présentes entre le Constituant, ALTER DOMUS TRUSTEES (UK) LIMITED en qualité d'Agent des Sûretés (*Security Agent*) et les Bénéficiaires Initiaux (*Original Beneficiaries*) en qualité de créanciers nantis (le **Contrat de Nantissement**).

1. SOCIÉTÉ ÉMETTRICE DES TITRES INSCRITS SUR LE COMPTE NANTI

Nom et forme juridique	NORTHSIX PARIS , une société par actions simplifiée, immatriculée au Registre de Commerce et des Sociétés de Paris sous le numéro 750 125 056 RCS Paris (la Société)
Siège social	11-13 rue Arthur Groussier, Paris (75010) France
Capital social	30.000 Euros divisé en 3.000 actions de 10€ de nominal chacune

2. COMPTES NANTIS

2.1 Compte-Titres

Numéro de compte [REDACTED]

Teneur de compte [REDACTED]

2.2 Compte Bancaire Spécial

le compte bancaire spécial à ouvrir dans les livres du teneur de Compte Bancaire Spécial sur lequel sont crédités tous les fruits et produits relatifs aux Titres Financiers

3. TITRES FINANCIERS INSCRITS INITIALEMENT AU COMPTE-TITRES

Nombre	3.000 actions détenues par le Constituant dans le capital social de la Société
Nature	actions nominatives

4. CRÉANCIERS NANTIS

(a) L'Agent

ALTER DOMUS (US) LLC, une société soumise au droit du Delaware dont le siège social est situé 225 West Washington St, 9th Floor, Chicago, Illinois 60606, immatriculé sous le numéro 4700480

(b) L'Agent des Sûretés

ALTER DOMUS TRUSTEES (UK) LIMITED, société constituée en vertu des lois de l'Angleterre et du Pays de Galles dont le siège social est situé 10th Floor, 30 St Mary Axe, London, United Kingdom, EC3A 8BF, immatriculé sous le numéro 09272338 09271383

(c) Les Prêteurs Initiaux

PGIM PRIVATE CREDIT FUND, une institution financière dont le siège social est situé 655 Broad Street, Newark, Essex, NJ, 07102, Etats-Unis, immatriculé sous le numéro 88-1771414

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, une institution financière dont le siège social est situé 751 Broad St., Newark, Essex, NJ, 07102, Etats-Unis, immatriculé sous le numéro 0900050867

PRUCO LIFE INSURANCE COMPANY, une institution financière dont le siège social est situé 3800 North Central Avenue, Suite 460, Phoenix, AZ, 85012, Etats-Unis, immatriculé sous le numéro 0085396-5

PRUDENTIAL LEGACY INSURANCE COMPANY OF NEW JERSEY, une institution financière dont le siège social est situé 213 Washington Street, Newark, Essex, NJ, 07102, Etats-Unis , immatriculé sous le numéro 27-2457213

(d) Autres

PGIM, inc, une institution financière dont le siège social est situé 655 Broad Street, Newark, Essex, NJ, 07102, Etats-Unis, immatriculé sous le numéro 0100229578

et chacun de leurs cessionnaires ou successeurs autorisés, subrogés, ayants causes et ayants droits respectifs et successifs au titre du contrat de crédits en date du 7 avril 2023 conclu entre notamment TG STUDIOS US, LLC et MATCAP VENTURES LLC en tant qu'emprunteurs ainsi que les créanciers nantis susvisés en qualité notamment de prêteurs (le **Contrat de Crédits**);

(Toutes personnes listées à cet Article 4, ci-après ensemble, les **Créanciers Nantis**).

5. OBLIGATIONS GARANTIES

5.1 Nature

- (a) Le nantissement créé en vertu de la présente déclaration de nantissement garantit toute obligation de paiement qu'elle soit présente ou future (certaine ou éventuelle, due solidairement ou conjointement ou en toute autre qualité) (*Liabilities*) (tel que ce terme est défini en langue anglaise dans le contrat intercréanciers conclu le 7 avril 2023 entre, notamment les Débiteurs Initiaux (*Original Obligors*) tel que ce terme est défini en langue anglaise dans le Contrat Intercréanciers et les Prêteurs Initiaux (*Original Lenders*) tel que ce terme est défini en langue anglaise dans le Contrat Intercréanciers (le **Contrat Intercréanciers (Intercréditor Agreement)**)) et toutes les autres dettes et obligations présentes et futures dues, dues ou encourues à tout moment par tout membre du Groupe et par chaque

Débiteur (*Debtor*) tel que ce terme est défini en langue anglaise dans le Contrat Intercréanciers envers les Créanciers Nantis au titre de tout Document de Dette (*Debt Document*, tel que ce terme est défini dans le Contrat Intercréanciers), tels que modifiés, complétés ou novés à tout moment, en ce compris toute modification, variation, novation ou tout avenant de quelque nature que ce soit, et notamment, toute augmentation du montant en principal ou des intérêts dus au titre des Documents de Dette (*Debt Documents*), toute extension de la maturité Documents de Dette (*Debt Documents*), toute novation, ajournement ou extension de toute obligation au titre Documents de Dette (*Debt Documents*) et de toute obligation qui en découle (**les Obligations Garanties**).

En cas de contradiction entre la définition d'Obligations Garanties figurant dans la présente déclaration de nantissement et celle en langue anglaise donnée au terme "*Secured Liabilities*" à l'article 2 du Contrat de Nantissement, la présente définition prévaudra.

5.2 Montant

Le montant total des sommes dues, ou qui seront dues par le Constituant au titre des Obligations Garanties soit, à la date de la présente déclaration de nantissement, un montant en principal de CINQUANTE-HUIT MILLIONS DE DOLLARS (58.000.000 \$) au titre du Contrat de Crédits, augmenté de tous intérêts, commissions, honoraires, et toute autre somme due au titre des Documents de Dette (*Debt Documents*).

6. INTERPRETATION

Sauf s'il en est stipulé autrement, les termes commençant par une majuscule utilisés dans cette déclaration de nantissement auront la même signification que celle qui leur est attribuée en langue anglaise dans le Contrat de Nantissement, ou à défaut, dans le Contrat Intercréanciers (*Intercreditor Agreement*).

7. LOI APPLICABLE ET ATTRIBUTION DE COMPETENCE

7.1 Loi applicable

Cette déclaration de nantissement est régie par le droit français.

7.2 Attribution de compétence

Le Constituant et les Créanciers Nantis conviennent de soumettre tous litiges relatifs à cette déclaration de nantissement et au nantissement constitué en vertu de cette déclaration de nantissement à la compétence du Tribunal de commerce de Paris.

Fait le 31 octobre 2023

En un (1) exemplaire original.

NORTHSIX EUROPE LIMITED

Le Constituant

Par : Christian Kurtzke

agissant en qualité de *director de Together Group Studios Limited*

et de director de Together Group Ventures and Projects Limited

SCHEDULE 2

FORM OF CERTIFICATE OF PLEDGE

ATTESTATION DE NANTISSEMENT DE COMPTE-TITRES

A : ALTER DOMUS TRUSTEES (UK) LIMITED

en qualité d'Agent des Sûretés

A l'attention de :

Madame, Monsieur,

Nous nous référons :

- (a) au contrat de nantissement de compte-titres en date des présentes, conclu entre NORTHSIX EUROPE LIMITED en qualité de constituant (*Security Provider*) (le **Constituant**), ALTER DOMUS TRUSTEES (UK) LIMITED en qualité d'Agent des Sûretés (*Security Agent*) (l'**Agent des Sûretés**) et les Bénéficiaires (*Beneficiaries*) (les **Bénéficiaires**) en qualité de créanciers nantis (le **Contrat de Nantissement**), dont une copie nous a été notifiée conformément à l'article 4.1(a)(ii) du Contrat de Nantissement ; et
- (b) à la déclaration de nantissement de compte-titres y afférente du même jour (la **Déclaration de Nantissement**), dont une copie nous a été notifiée conformément à l'article 4.1(a)(ii) du Contrat de Nantissement.

En notre qualité de Teneur de Compte-Titres (*Financial Securities Account Holder*), nous confirmons que :

- (a) en application des termes de la Déclaration de Nantissement, les 3000 titres financiers tels que décrits dans la Déclaration de Nantissement (les **Titres Financiers**) ont été inscrits au crédit du compte [REDACTED] (le **Compte-Titres**) ouvert au nom de NORTHSIX EUROPE LIMITED dans nos livres et que le Compte-Titres est indiqué comme étant affecté d'un nantissement de premier rang en faveur des Créanciers Nantis tels que définis dans la Déclaration de Nantissement, ainsi que de tous leurs successeurs et ayants droit devenant partie aux Documents de Financement ; et
- (b) nous avons pris acte des modalités de réalisation du nantissement conformément aux conditions prévues au Contrat de Nantissement.

Sauf s'il en est stipulé autrement, les termes commençant par une majuscule utilisés dans cette attestation de nantissement de compte-titres auront la même signification que celle qui leur est attribuée en langue anglaise dans le Contrat de Nantissement.

Fait à Paris.

Le 31 octobre 2023

En un (1) exemplaire original

NORTHSIX PARIS

Le Teneur de Compte-Titres

Par : Christian Kurtzke

Agissant au nom et pour le compte de Northsix Europe Limited, en qualité de *director de Together Group Studios Limited* et de *director de Together Group Ventures and Projects Limited*

elle-même agissant en qualité de président de Northsix Paris

SCHEDULE 3

FORM OF CERTIFICATE OF PLEDGE (SPECIAL BANK ACCOUNT)

ATTESTATION DE NANTISSEMENT DE COMPTE BANCAIRE SPÉCIAL

A : ALTER DOMUS TRUSTEES (UK) LIMITED

en qualité d'Agent des Sûretés

A l'attention de :

Madame, Monsieur,

Nous nous référons :

- (a) au contrat de nantissement de compte-titres en date des présentes, conclu entre NORTHSIX EUROPE LIMITED en qualité de constituant (*Security Provider*) (le **Constituant**), ALTER DOMUS TRUSTEES (UK) LIMITED en qualité d'Agent des Sûretés (*Security Agent*) (l'**Agent des Sûretés**) et les Bénéficiaires (*Beneficiaries*) (les **Bénéficiaires**) en qualité de créanciers nantis (le **Contrat de Nantissement**), dont une copie nous a été notifiée conformément à l'article 4.1(a)(ii) du Contrat de Nantissement ; et
- (b) à la déclaration de nantissement de compte-titres y afférente du même jour (la **Déclaration de Nantissement**), dont une copie nous a été notifiée conformément à l'article 4.1(a)(ii) du Contrat de Nantissement.

En notre qualité de Teneur de Compte Bancaire Spécial (*Special Bank Account Holder*), nous :

- (a) attestons le nantissement du compte bancaire ouvert dans nos livres au nom du Constituant, dont les références figurent sur la Déclaration de Nantissement (le **Compte Bancaire Spécial** (*Special Bank Account*)) ;
- (b) confirmons avoir pris acte des modalités de fonctionnement du Compte Bancaire Spécial, conformément aux conditions prévues dans le Contrat de Nantissement (*Financial Instruments Account Pledge*);
- (c) nous engageons à donner inventaire à l'Agent des Sûretés, à sa demande, des sommes en toute monnaie inscrites au crédit du Compte Bancaire Spécial ;
- (d) prenons acte de la faculté du Constituant de disposer des sommes en toute monnaie inscrites au crédit du Compte Bancaire Spécial, sauf instruction écrite contraire de l'Agent des Sûretés au moyen d'une notification de blocage envoyée à notre attention conformément aux stipulations du Contrat de Nantissement ;
- (e) nous engageons, à compter de la notification qui nous en sera faite par l'Agent des Sûretés, à bloquer les sommes figurant au crédit du Compte Bancaire Spécial dans les conditions prévues à l'article 6.3 (*Income and proceeds*) du Contrat de Nantissement ; et
- (f) nous engageons, à compter de la notification qui nous en sera faite par l'Agent des Sûretés, à transférer les sommes figurant au crédit du Compte Bancaire Spécial sur le compte de l'Agent des Sûretés indiqué dans ladite notification, dans les conditions prévues à l'article 7 (*Enforcement of security*) du Contrat de Nantissement.

Sauf s'il en est stipulé autrement, les termes commençant par une majuscule utilisés dans la présente attestation de nantissement de compte spécial auront la même signification que celle qui leur est attribuée en langue anglaise dans le Contrat de Nantissement.

Le [● 2023]

En un (1) exemplaire original

[●]

Le Teneur de Compte Bancaire Spécial


Par :

SIGNATORIES

Signed electronically through DocuSign in accordance with the provisions of Clause 22 (*Electronic signature*).

The Security Provider


NORTHSIX EUROPE LIMITED

Signature: 

By: Christian Kurtzke

Title: Director of Together Group Ventures and
Projects Limited acting as Director of Northsix Europe
Limited

NORTHSIX EUROPE LIMITED


Signature: 

By: Christian Kurtzke

Title: Director of Together Group Studios
Limited acting as Director of Northsix Europe Limited

The Security Agent

ALTER DOMUS TRUSTEES (UK) LIMITED

Signature: 


By: Catherine Hayward-Hughes

Title: Authorised signatory

The Original Beneficiaries

Represented by the Security Agent

ALTER DOMUS TRUSTEES (UK) LIMITED

Signature: 

By: Catherine Hayward-Hughes

Title: Authorised signatory