



Registration of a Charge

Company Name: **THE FREMANTLE TRUST**

Company Number: **02722437**



XCWCLO6Q

Received for filing in Electronic Format on the: **07/02/2024**

Details of Charge

Date of creation: **01/02/2024**

Charge code: **0272 2437 0013**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2722437

Charge code: 0272 2437 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2024 and created by THE FREMANTLE TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2024 .

Given at Companies House, Cardiff on 12th February 2024

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**

This Deed is made on 1 February 2024 between:

- (1) **THE FREMANTLE TRUST** (a company limited by guarantee with company no. 02722437, which is also a registered charity with registered number 1014986) (the "**New Chargor**"); and
- (2) **BARCLAYS BANK PLC** as security trustee for the Secured Parties appointed under the Intercreditor Agreement (the "**Security Agent**").

1. **INTERPRETATION**

1.1 In this Deed, the "**Debenture**" means a debenture dated 28 June 2022 made between, amongst others, the Parent and the Security Agent.

1.2 Unless a contrary indication appears:

1.2.1 terms defined in the Debenture will have the same meaning in this Deed; and

1.2.2 the principles of construction in clause 1.2 (*Construction*) of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.

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

2. **ACCESSION**

2.1 **Agreement to accede**

The New Chargor agrees to accede and become a party to the Debenture and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed.

2.2 **Effect of accession**

With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if the New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created as a result of such accession is created on the date of this Deed). The Debenture will continue in full force and effect and the Debenture and this Deed will be read as one and construed so that references in the Debenture to "**this Deed**" and similar phrases will be deemed to include this Deed of Accession.

3. **SECURITY**

3.1 **Grant of Security**

Without limiting the generality of Clause 2 (*Accession*) of this Deed, the New Chargor grants Security on terms set out in clause 3 (*Grant of Security*) of the Debenture as if such terms were set out in full in this Deed.

3.2 **Mortgage**

Without limiting the generality of Clause 3.1 (*Grant of Security*) of this Deed or the Debenture, the New Chargor charges by way of first legal mortgage:

3.2.1 all its Real Property listed in the schedule to this Deed; and

3.2.2 all its other Real Property (if any) as at the date of this Deed.

3.3 Fixed charges

Without limiting the generality of Clause 3.1 (*Grant of Security*) of this Deed or the Debenture, the New Chargor charges by way of first fixed charge:

- 3.3.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), all its Real Property as at the date of this Deed;
- 3.3.2 all its Real Property acquired by it after the date of this Deed;
- 3.3.3 all its plant and machinery, vehicles, computers and other equipment, excluding stock in trade, to the extent not otherwise effectively mortgaged or charged under this Deed;
- 3.3.4 all its Specified Shares listed in the schedule to this Deed;
- 3.3.5 all its Investments (other than its Specified Shares charged under Clause 3.3.4);
- 3.3.6 all its accounts, including any listed in the schedule to this Deed, maintained with a Secured Party and all monies (including interest) at any time standing to the credit of each such account;
- 3.3.7 all its Book Debts to the extent not effectively assigned under Clause 3.4 (*Assignment*) of this Deed;
- 3.3.8 all its Intellectual Property, to the extent not effectively assigned under Clause 3.4 (*Assignment*) of this Deed;
- 3.3.9 all its goodwill and uncalled capital;
- 3.3.10 all rights, benefits and interests under each agreement to which it is party that is not an Assigned Asset and any agreement in, under or to which it any rights by virtue of the Third Parties Act;
- 3.3.11 to the extent that any Assigned Asset is incapable for any reason of being assigned or is not effectively assigned in each case under Clause 3.4 (*Assignment*) of this Deed, each Assigned Asset; and
- 3.3.12 save to the extent assigned under Clause 3.4 (*Assignment*) of this Deed, all Associated Benefits relating to any of the Charged Property.

3.4 Assignment

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor assigns by way of security to the Security Agent:

- 3.4.1 all its accounts, including any listed in the schedule to this Deed, maintained with any bank, financial institution or other person (other than a Secured Party) and all monies (including interest) at any time standing to the credit of each such account;
 - 3.4.2 all its Specified Contracts listed in the schedule to this Deed;
 - 3.4.3 all its Book Debts;
 - 3.4.4 all its Specified IPR listed in the schedule to this Deed,
- in each case together with all Associated Benefits relating to the Charged Property.

3.5 No avoidance of Security

The Security created as a result of this Deed will not in any way be avoided, discharged, released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

4. CHARITIES ACT 2011

- 4.1 The property charged under this Deed is held by the New Chargor, a non-exempt charity, and this mortgage is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.
- 4.2 The Trustees, being the persons who have the general control and management of the New Chargor's administration, certify that they have the power under the provisions establishing the New Chargor as a charity and regulating its purposes and administration to effect this Deed and that they have obtained and considered such advice as is mentioned in Section 124(2) of the Charities Act 2011.

5. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

6. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

7. JURISDICTION

- 7.1 The courts of England and Wales 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) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 7.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.
- 7.3 Clause 7.1 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE
Details of Charged Property

Part I
Real Property

Address/description of the Real Property	Title Number
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None as at the date of this Deed.

Part II
Specified Shares

Name of company whose shares are held	Company number of company whose shares are held	Number and class of shares
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None as at the date of this Deed.

Part III
Bank accounts

Name or designation of bank account	Account number	Name of institution and branch at which account held/Sort code
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National Westminster Bank plc

Fremantle Trust Main

Part IV Insurances

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
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Commercial (Property & Interruption section)	Combined Business 1 June 2023	AXA XL Insurance Company UK Limited 20 Gracechurch Street London EC3V 0BG
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Policy number:
UK00007187MM22A

Cyber	1 June 2023	CFC Underwriting Limited 85 Gracechurch Street London EC3V 0AA
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Policy number:
ESL0339667730

Part V
Specified Contracts

Brief description of agreement	Date of agreement	Parties to agreement (including address for service of notices)

None as at the date of this Deed.

Part VI
Specified IPR

Brief description of right	Registration number (if any)	Date of renewal (if any)

None as at the date of this Deed.

EXECUTION OF DEBENTURE ACCESSION DEED

Executed as a deed by THE FREMANTLE)
TRUST acting by:)
)


.....
Director
Name: DANIEL HAYES


.....
Director
Name: MICHAEL STREDDER

Daniel Hayes and Michael Stredder being two trustees of **THE FREMANTLE TRUST** (a company limited by guarantee and a registered charity) (being the persons who have general control and management of its administration) acting under an authority conferred on them pursuant to Section 333 of the Charities Act 2011 certify in the name and on behalf of the Trustees, that the Trustees have the power under the trusts of the Charity to enter into this Deed and that they have obtained and considered such advice as is mentioned in Section 124 (7) of the said Act.

Executed as a deed on behalf of the trustees)
of **THE FREMANTLE TRUST** by Daniel Hayes)
and Michael Stredder under an authority)
conferred pursuant to section 333 of the
Charities Act 2011



Trustee

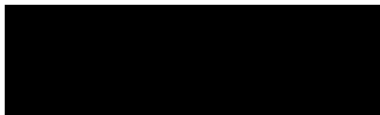
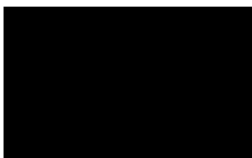
Name: DANIEL HAYES

Witness signature:



Witness name: Mandy Burrell

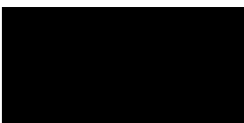
Witness address:



Trustee

Name: MICHAEL STREDDER

Witness signature:



Witness name: Emma Knight

Witness address:



Executed as a deed by Julian Kilsby ,as)
attorney)
for)
)

as attorney for **BARCLAYS BANK PLC**

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Witness address: [REDACTED]