

MR01

Particulars of a charge

238018 / 1-23

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A fee is be payable with
Please see 'How to pay' on

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument.

☒ What this form is NOT for
You may not use this form to
register a charge where the
instrument. Use form MR01



A13 18/11/2016 #81
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number 0 2 8 6 6 1 3 3
Company name in full EXTERION MEDIA (UK) LIMITED

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 Charge creation date

Charge creation date 01 05 2016

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name U S BANK TRUSTEES LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument. Brief description N/A	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X Allen & Overy LLP for & on behalf of the Chargee 17/11/2016 X This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a charge



Presenter information

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

Contact name Fiona Yeung

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone +44 20 3088 0000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2866133

Charge code: 0286 6133 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2016 and created by EXTERION MEDIA (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th November 2016

Q

Given at Companies House, Cardiff on 24th November 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Allen & Overy LLP
17/11/2016

EXECUTION VERSION

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

DEBENTURE DEED OF ACCESSION

THIS DEED is dated 15 November 2016

BETWEEN

- (1) **EXTERION MEDIA (UK) LIMITED** (registered number 02866133) with its registered office at Camden Warf, 28 Jamestown Road, NW1 7BY London, United Kingdom (**Media (UK)**),
- (2) **EXTERION HOLDINGS (UK) LIMITED** (registered number 06350231) with its registered office at Camden Warf, 28 Jamestown Road, NW1 7BY London, United Kingdom (**Holdings (UK)**),
- (3) **EXTERION LIMITED** (registered number 10400127) with its registered office at Camden Warf, 28 Jamestown Road, NW1 7BY London, United Kingdom (**Exterior Limited**),
- (4) **EXTERION GROUP HOLDINGS LIMITED** (registered number 193844) with its registered office at Floor 4, Willow House, Cricket Square, George Town, Cayman Islands (**Group Holdings** and together with Media (UK), Holdings (UK) and Exterior Limited, the **Additional Chargors**),
- (5) Doubleplay I Limited for itself and as agent for each of the other Chargors under and as defined in the Security Agreement referred to below (the **Parent**), and
- (6) U S Bank Trustees Limited as agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the **Security Agent**)

BACKGROUND

- (A) Each Additional Chargor is a subsidiary of the Parent
- (B) The Parent has entered into a fixed and floating security agreement dated 30 September 2016 (the **Security Agreement**) between the Parent, the other Chargors under and as defined in the Security Agreement and the Security Agent
- (C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement. Each Additional Chargor will also become a party to the Intercreditor Agreement as a Debtor
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. INTERPRETATION

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

2. ACCESSION

With effect from the date of this Deed each Additional Chargor

- (a) will become a party to the Security Agreement as a Chargor, and

- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

3. SECURITY

- (a) Paragraphs (b) to (h) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed
- (b) All this Security
 - (i) is created in favour of the Security Agent,
 - (ii) is security for the payment, discharge and performance of all the Secured Liabilities, and
 - (iii) is made where relevant with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (c) Subject to paragraph (d) below, if an Additional Chargor assigns an agreement or any rights with respect to an agreement under this Deed (or charges an agreement by way of a first fixed charge) and the assignment or charge breaches a term of that agreement, the assignment or charge will not take effect
- (d) After any Security created by this Deed has become enforceable, notwithstanding paragraph (c) above, in respect of any Relevant Contract if the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained
 - (i) each Additional Chargor must promptly notify the Security Agent,
 - (ii) unless the Security Agent otherwise requires, the Additional Chargor must, and each other Additional Chargor must ensure that the Additional Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable,
 - (iii) the assignment or charge will take effect once that consent is obtained, and
 - (iv) each Additional Chargor must promptly supply to the Security Agent a copy of the consent obtained by it
- (e) The Security Agent holds the benefit of this Deed on trust for the Secured Parties
- (f) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of this Security
- (g) Each Additional Chargor
 - (i) charges by way of a first fixed charge all shares owned by it and specified in Part 1 of the schedule to this Deed (save for the shares in Exterior Holdings I (UK)),
 - (ii) charges by way of a first fixed charge all plant, machinery, computers, office equipment or vehicles specified in Part 2 of the schedule to this Deed,
 - (iii) charges by way of a first fixed charge all of its rights in respect of each of its Bank Accounts specified in Part 3 of the schedule to this Deed,

- (iv) assigns absolutely, subject to a proviso for reassignment on redemption
 - (A) all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts, and
 - (B) To the extent that they are not effectively assigned under paragraph (A) above, each Chargor charges by way of first fixed charge all amounts and rights described in paragraph (A) above;
- (v) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the agreements specified in Part 4 of the schedule to this Deed, and
- (vi) charges by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights specified in Part 5 of the schedule to this Deed

4. MISCELLANEOUS

With effect from the date of this Deed

- (a) the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party to the Security Agreement in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed),
- (b) any reference in the Security Agreement to this Deed and similar phrases will include this Deed and all references in the Security Agreement to Schedule 2 (*Security Assets*) (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it), and
- (c) the Parent, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed

5. LAW

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

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

SCHEDULE

PART 1

SHARES

Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
Exterion Group Holdings Limited	Exterion Media (UK) Limited	N/A	Ordinary	650,001
Exterion Group Holdings Limited	Exterion Holdings (UK) Limited	N/A	Ordinary	200,003

PART 3
BANK ACCOUNTS

Description of Account	Currency	Account Number	Sort Code	Bank
Bank Accounts of Exterion Media (UK) Limited				
Exterion Media UK EUR	EURO	████-92-50	30-12-18	Lloyds Bank
Exterion Media UK GBP	GBP	████-68-29	30-00-02	Lloyds Bank
Exterion Media UK USD	USD	████-21-77	30-96-34	Lloyds Bank
Bank Accounts of Exterion Holdings (UK) Limited				
Exterion Holdings UK Ltd GBP	GBP	████-34-06	30-00-02	Lloyds Bank
Bank Accounts of Exterion Limited				
(Not yet opened)				

PART 4
RELEVANT CONTRACTS

Chargor	Description
Exterion Media (UK) Limited	The Intra-Group Loan Agreements listed in the table immediately below

Intra-Group Loan Agreements

Receivable Company (Lender)	Payable Company (Borrower)	Date	Principal amount
Exterion Media (UK) Ltd	Exterion Media Spain, S A	7 October 2011	£5,130,047
Exterion Media (UK) Ltd	Exterion Media Spain, S A	9 October 2015	£2,226,589
Exterion Media (UK) Ltd	Exterion Media Spain, S A	17 April 2013	£3,385,954
Exterion Media (UK) Ltd	Exterion Media (France) S A	1 January 2014	€2,162,136
Exterion Media (UK) Ltd	Exterion Media (France) S A	1 January 2014	€2,291,118
Exterion Media (UK) Ltd	Exterion Media (France) S A	6 September 2014	€14,380,000
Exterion Media (UK) Ltd	Exterion Media (Ireland) Ltd	30 September 2016	€2,092,574
Exterion Media (UK) Ltd	Exterion Media Spain, S A	30 September 2016	€529,869
Exterion Media (UK) Ltd	Exterion Media Spain, S A	9 October 2015	€2,336,789
Exterion Media (UK) Ltd	Exterion Holdings I (NL) B V	15 July 2014	€6,944,274
Exterion Media (UK) Ltd	Exterion Holdings I (NL) B V	1 January 2014	€2,368,207
Exterion Media (UK) Ltd	Exterion Holdings I (NL) B V	9 February 2016	€1,100,000
Exterion Media (UK) Ltd	Semper Veritas Holdings S a r l	17 December 2014	\$250,000
Exterion Media (UK) Ltd	Exterion Media Holdings Ltd	30 September 2016	£102,265
Exterion Media (UK) Ltd	Exterion Media Holdings Ltd	30 September 2016	\$1,033,149
Exterion Media (UK) Ltd	Doubleplay III Limited	30 September 2016	£19,093,639

PART 5
SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Chargor	Description
None	

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargors

EXECUTED as a DEED by)

EXTERION MEDIA (UK) LIMITED)

acting by)

and)

Director

Director/Secretary

In the presence of:

Witness Signature:

Name:

Francis Johnson

Address:

28 Tottenham Road NW1 7BY

EXECUTED as a DEED by
EXTERION HOLDINGS (UK) LIMITED
acting by
and

)
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)
)
)

.....
Director

.....
Director/Secretary

In the presence of:

Witness Signature:

Name:

Francis Johnson.....

Address:

28 Tottenham Road, NW1 7BY

EXECUTED as a DEED by
EXTERION LIMITED
acting by
and

)
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)
)


.....
Director

.....
Director/Secretary

In the presence of:

Witness Signature:


.....

Name:

Francis Johnson

Address:

28 Tamworth Road, NW1 7BY

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• • • • •

Francis Johnson

28. Tanohwa Road, NW 784

The Parent

**EXECUTED as a DEED by
DOUBLEPLAY I LIMITED**

for itself and as agent for each of the other Chargors)
party to the Security Agreement)
referred to in this Deed)
acting by)
and)

Director

Director/Secretary

In the presence of:

Witness Signature:

Name:

FRANCEL TAJAN

Address:

28 TARDIFF LANE NW1 7BY

The Security Agent

U.S. BANK TRUSTEES LIMITED

By

Emma White
Authorised Signatory

Rebecca Lewis
Authorised Signatory

Notice details for the Security Agent

Email. loan agency london@usbank.com

Fax 020 7365 2577

Address 5th Floor, 125 Old Broad Street, London, EC2N 1AR, United Kingdom

Attention: Loan Agency