



Registration of a Charge

Company name: **EXTERION MEDIA (UK) LIMITED**

Company number: **02866133**



X8CFYKOB

Received for Electronic Filing: **23/08/2019**

Details of Charge

Date of creation: **20/08/2019**

Charge code: **0286 6133 0008**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) .

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

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2866133

Charge code: 0286 6133 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th August 2019 and created by EXTERION MEDIA (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd August 2019 .

Given at Companies House, Cardiff on 27th August 2019

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

DEED OF ACCESSION AND CHARGE FOR NEW CHARGORS

THIS DEED OF ACCESSION AND CHARGE is made on 20 August 2019

BETWEEN:

- (1) **GLOBAL MEDIA & ENTERTAINMENT LIMITED** (registered in England and Wales under number 06251684) (the **Company**);
- (2) The **SUBSIDIARIES OF THE COMPANY** listed in the Schedule to this Deed as new chargors (the **New Chargors**); and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (the **Security Agent**).

WHEREAS:

- (A) This Deed is supplemental to a debenture dated 14 December 2018 between (1) the Company and certain of its subsidiaries and (2) the Security Agent (the **Principal Deed**).
- (B) Each New Chargor has agreed to charge in favour of the Security Agent, on the terms contained in the Principal Deed, all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

Incorporation

Words and phrases defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined in this Deed, have the same meaning and shall apply (as the case may be) in this Deed.

2. ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED

2.1 Accession

Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.

2.2 Covenant to pay

Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents.

2.3 Proviso

The covenants contained in this clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 Company's agreement to the accession

The Company (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

3. ASSIGNMENTS

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies.

4. FIXED SECURITY

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charge to the Security Agent:

- (a) by way of fixed charge:
 - (i) all plant and machinery now or in the future attached to any Land;
 - (ii) all Specified Investments which are now its property, including all proceeds of sale derived from them;
 - (iii) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (iv) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
 - (v) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
 - (vi) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it in which it is entitled to the proceeds which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;
 - (vii) all its goodwill and uncalled capital for the time being;
 - (viii) all trade debts now or in the future owing to it;
 - (ix) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
 - (x) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (Assignments);
 - (xi) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
 - (xii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or

property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture;

- (xiii) all moneys at any time standing to the credit of any Collection Account; and
- (xiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

5. CREATION OF FLOATING CHARGE

- (a) Each New Chargor, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:
 - (i) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (Assignments) or charged by any fixed charge contained in Clause 4 (Fixed Security), including any Assets comprised within a charge which is reconverted under Clause 4.4 (Reconversion) of the Principal Deed; and
 - (ii) without exception, all its Assets in so far as they are for the time being situated in Scotland.
- (b) The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in clause 2) that the crystallisation provisions contained in clause 4 (Crystallisation) of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. Right of Appropriation

- (a) The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.
- (b) The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable, by notice in writing to a New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.
- (c) The value of any Financial Collateral appropriated under clause 6(b) above shall be:
 - (i) in the case of cash, its face value at the time of appropriation; and
 - (ii) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

- (d) The Security Agent will account to the relevant New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and that New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.
- (e) Each New Chargor agrees that (i) all its Financial Collateral has been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Security Agent or a person acting on its behalf; and (ii) the method of valuing such Financial Collateral under clause 6(c) above is commercially reasonable.

7. POWER OF ATTORNEY

7.1 Appointment of attorney

Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to:

- (a) give effect to any further assurance, perfection of material obligation which that New Chargor is obliged to do (but has not done) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document the Security Agent considers in its reasonable opinion is necessary for these purposes; and
- (b) following the occurrence of an Event of Default which is continuing, enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

7.2 Ratification

Subject to this Clause 7, each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

7.3 Sums recoverable

All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from each New Chargor under the terms of the Facility Agreement.

8. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in clause 31 (Notices) of the Principal Deed. Each New Chargor's address for service is set out in the Schedule to this Deed.

9. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

10. GOVERNING LAW

This Deed and all non-contractual obligations arising in any way out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

11. ENFORCEMENT

11.1 Jurisdiction

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a **Dispute**), only where such Dispute is the subject of proceedings commenced by an Obligor.
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

12. FINANCE DOCUMENT

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by each New Chargor and the Company as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document.

SCHEDULE
NEW CHARGORS

NAME OF NEW CHARGOR	REGISTERED NUMBER	NOTICE DETAILS
Global Outdoor Media Holdings Limited	06309636	30 Leicester Square London WC2H 7LA
Global Radio London Limited	02826601	30 Leicester Square London WC2H 7LA
Primesight Limited	01847728	30 Leicester Square London WC2H 7LA
Exterion Media (UK) Limited	02866133	30 Leicester Square London WC2H 7LA
Exterion Media Holdings Limited	09546482	30 Leicester Square London WC2H 7LA

SIGNATORIES

THE COMPANY

EXECUTED as a DEED by)

GLOBAL MEDIA & ENTERTAINMENT)
LIMITED)

acting by an authorised signatory

In the presence of:

REDACTED UNDER s859G OF
THE COMPANIES ACT 2006

Name of witness:

William Godbourne

Address of witness:

REDACTED UNDER s859G OF THE COMPANIES ACT 2006

Occupation of witness:

Solicitor

Address:

30 Leicester Square

London WC2H 7LA

Fax:

020 7766 6111

Attention:

Darren Singer

REDACTED UNDER
s859G OF THE
COMPANIES ACT
2006

DARREN SINGER

THE NEW CHARGORS

EXECUTED as a DEED by)

GLOBAL OUTDOOR MEDIA HOLDINGS)
LIMITED)

acting by an authorised signatory

In the presence of:

REDACTED UNDER s859G OF THE
COMPANIES ACT 2006

REDACTED UNDER
s859G OF THE
COMPANIES ACT 2006

DARREN SINGER

Name of witness:

William Goulbame

Address of witness:

REDACTED UNDER s859G OF THE COMPANIES ACT 2006

Occupation of witness:

Solicitor

Address:

30 Leicester Square

London WC2H 7LA

Fax:

020 7766 6111

Attention:

Darren Singer

EXECUTED as a DEED by)

GLOBAL RADIO LONDON LIMITED)

acting by an authorised signatory)

In the presence of:

REDACTED UNDER s859G OF
THE COMPANIES ACT 2006

REDACTED UNDER
s859G OF THE
COMPANIES ACT 2006

DARREN SINGER

Name of witness:

William Goulbame

Address of witness:

REDACTED UNDER s859G OF THE COMPANIES ACT 2006

Occupation of witness:

Solicitor

Address:

30 Leicester Square

London WC2H 7LA

Fax:

020 7766 6111

Attention:

Darren Singer

EXECUTION VERSION

EXECUTED as a DEED by

PRIMESIGHT LIMITED

acting by an authorised signatory

In the presence of:

REDACTED UNDER s859G OF THE
COMPANIES ACT 2006

Name of witness:

William Gullane

Address of witness:

REDACTED UNDER s859G OF THE COMPANIES ACT 2006

Occupation of witness:

Solicitor

Address:

30 Leicester Square

London WC2H 7LA

Fax:

020 7766 6111

Attention:

Darren Singer

EXECUTED as a DEED by

EXTERION MEDIA (UK) LIMITED

acting by an authorised signatory

In the presence of:

REDACTED UNDER s859G OF THE
COMPANIES ACT 2006

Name of witness:

William Gullane

Address of witness:

REDACTED UNDER s859G OF THE COMPANIES ACT 2006

Occupation of witness:

Solicitor

Address:

30 Leicester Square

London WC2H 7LA

Fax:

020 7766 6111

Attention:

Darren Singer

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REDACTED UNDER
s859G OF THE
COMPANIES ACT 2006

DARREN SINGER

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)
REDACTED UNDER
s859G OF THE
COMPANIES ACT 2006

DARREN SINGER

EXECUTION VERSION

EXECUTED as a **DEED** by

EXTERION MEDIA HOLDINGS LIMITED

acting by an authorised signatory

In the presence of:

REDACTED UNDER s859G OF
THE COMPANIES ACT 2006

) REDACTED UNDER
) s859G OF THE
) COMPANIES ACT 2006

ANTHONY BOOKER

Name of witness: **KATIE LEAHY**

Address of witness: **REDACTED UNDER s859G OF THE COMPANIES ACT 2006**

Occupation of witness: **PERSONAL ASSISTANT**

Address:

30 Leicester Square

London WC2H 7LA

Fax:

020 7766 6111

Attention:

Darren Singer

EXECUTION VERSION

THE SECURITY AGENT

SIGNED by)
For and on behalf of)
HSBC CORPORATE TRUSTEE COMPANY)
(UK) LIMITED)

Authorised Signatory

Address details:

Att:

Fax:

REDACTED UNDER
s859G OF THE
COMPANIES ACT 2006

Simon Lazarus
Authorised Signatory

Level 28, 8 Canada Square, London E14 5HQ

Issuer Services, Trustee Services Administration

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