



Registration of a Charge

Company Name: **DOG HOUSE POST PRODUCTION LIMITED**

Company Number: **05406043**



Received for filing in Electronic Format on the: **01/04/2022**

XB0ZZS00

Details of Charge

Date of creation: **31/03/2022**

Charge code: **0540 6043 0002**

Persons entitled: **ROBERT BARTON HILL AND JUDITH SANDRA BARTON HILL**

Brief description: **ALL FREEHOLD AND LEASEHOLD PROPERTY AND ALL INTELLECTUAL PROPERTY RIGHTS**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DAVIES AND PARTNERS SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5406043

Charge code: 0540 6043 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2022 and created by DOG HOUSE POST PRODUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2022 .

Given at Companies House, Cardiff on 6th April 2022

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**

DEBENTURE

PARTICULARS

1.	Date	31 st March 2022
2.	Parties: Company Lender:	Dog House Post Productions Limited (company number 05406043) whose registered office is at 11 Belgrave Road, Clifton, Bristol, BS8 2AA Robert Barton Hill and Judith Sandra Barton Hill of Upper Lodge, 2 Mariners Drive, Sneyd Park, Bristol, BS9 1QJ
3.	Secured Liabilities	all sums from time to time due by the Company to the Lender in respect of the Loan
4.	Due Dates	the repayment dates as set out in the Loan Agreement
5.	Loan	the amount outstanding from time to time from the Company to the Lender pursuant to the Loan Agreement
6.	Loan Agreement	a loan agreement between the Company and the Lender dated 31 st March 2022 in respect of the Loan as annexed hereto

OPERATIVE PROVISIONS

1 COVENANT TO PAY

- 1.1 The Company covenants to pay and discharge the Secured Liabilities to the Lender on the Due Dates.
- 1.2 The Company covenants to pay interest to the Lender upon any sum due in accordance with the terms of the Loan Agreement.

2 CHARGE

2.1 The Company charges with full title guarantee and as continuing security with the payment or discharge of the Secured Liabilities and all other monies obligations and liabilities hereby covenanted to be paid or discharged by the Company to the Lender:

2.1.1 by way of fixed charge:

- (i) all freehold leasehold and other immovable property now or in the future belonging to the Company together with all buildingstrade and other fixtures fixed plant and machinery of the Company from time to time thereon;
- (ii) all furniture equipment plant and machinery now or in the future belonging to the Company other than fixed plant and machinery and chattels regularly disposed of in the ordinary course of the Company's business;
- (iii) all book debts and other debts now or in the future due or owing to the Company and the proceeds of payment or realisation of each of them until received into the specified account in accordance with this Debenture;
- (iv) all stocks shares and other securities now or in the future belonging to the Company together with all dividends and other rights deriving therefrom;
- (v) the goodwill of the Company and its uncalled capital present or future;
- (vi) all patents trade marks service marks designs and other intellectual property rights choses in action and claims and all fees royalties and other rights of every kind deriving therefrom now or in the future belonging to the Company;
- (vii) all rights and interests in and claims under all policies of insurance and assurance held or to be held by the Company or to the Company's benefit and the benefit of rights and claims to which the Company is now or may be entitled under any contracts; and
- (viii) all present and future bank accounts, cash at bank and credit

balances with any bank or other person and all rights attaching to them (including the right to interest);

2.1.2 by way of floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged by this Debenture to the Lender by way of fixed charge.

2.2 Subject to the provision of clause 5.4 the Lender may convert the floating charge into a fixed charge at any time by notice in writing to the Company as regards all the property and assets which for the time being are the subject of such floating charge or as the case may be such of the said property and assets as are specified by such notice.

2.3 The security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall not prejudice, determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the Secured Liabilities.

2.4 Unless otherwise agreed in writing by the Lender the floating charge created by clause 2.1.2 shall automatically and without notice immediately be converted into a fixed charge if the Company shall create or permit to subsist any mortgage charge lien or other security interest other than this Debenture or if any person takes any step to levy any distress attachment execution or other legal process against any of the Company's property or assets.

2.5 The floating charge created by clause 2.1.2 is a 'qualifying floating charge' for the purpose of paragraph 14 of Schedule B1 of the Insolvency Act 1986.

3 RESTRICTIONS ON DEALING

3.1 The Company shall not without the prior written consent of the Lender:

3.1.1 create or permit to subsist any mortgage charge pledge or other security interest on any of its assets;

3.1.2 sell transfer lease lend factor or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale transfer lease loan or other disposal;

- 3.1.3 part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the power of any receiver appointed under this Debenture and being an agent of the Company and the Lender may grant or accept surrenders of leases without restriction;
- 3.1.4 pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Company except for the purpose of effecting repairs or replacing the same;
- 3.1.5 deal with the Company's book debts and other debts otherwise than by collecting them itself in the ordinary course of its business and in particular (but without limitation) not charge factor discount or assign any of them in favour of any other person.

4. COVENANTS BY THE COMPANY

4.1 The Company shall:

- 4.1.1 keep all buildings and all plant machinery fixtures and fittings in good repair and condition and permit any person or persons nominated by the Lender free access at all reasonable times to view the state and condition thereof;
- 4.1.1 insure and keep insured such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as the Lender may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Lender noted upon all policies of such insurance or, if the Lender shall require, in the joint names of the Company and the Lender and will produce or deposit with the Lender all such policies and receipts for

all premium and other payments necessary for effecting and maintaining such insurances;

- 4.1.2 apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the monies obligations and liabilities secured by this Debenture;
 - 4.1.3 punctually pay all rents taxes duties assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Debenture is held;
 - 4.1.4 comply with the provisions of all present or future statutes and directives and every notice order or direction made under any of the foregoing; and
 - 4.1.5 provide the Lender with all financial and other information with respect to the assets liabilities and affairs of the Company and its subsidiaries and associated companies (if any) that the Lender may reasonably from time to time require
 - 4.1.6 not increase the salaries of any director by a proportion which exceeds the proportionate increase in the index of UK Retail Prices (all items)during the same period without the prior written approval of the Lender.
- 4.2 If the Company shall fail to satisfy the Lender that it has performed any of its obligations under clause 4.1 then the Lender may take such steps as it considers appropriate to procure the performance of such obligation but in doing so shall not be deemed to be a mortgagee in possession and the monies expended by the Lender shall be reimbursed by the Company on demand and until so reimbursed shall carry interest as part of the Secured Liabilities from the date of payment to the date of reimbursement.

5 ENFORCEMENT

- 5.1 This Debenture shall become enforceable:
- 5.1.1 if any of the Secured Liabilities shall not be paid or discharged by the Company on the Due Dates; or
 - 5.1.2 if the Company shall be in breach of any provision of this Debenture

or of any agreement containing any terms and conditions of or applicable to the Secured Liabilities; or

- 5.1.3 upon the presentation of a petition for the winding up of the Company which is not discharged within 30 days or the making of an order for the winding up of the Company or the passing by the Company of a resolution for voluntary winding up; or
 - 5.1.4 if an encumbrancer shall take possession of or a receiver shall be appointed over or any secured Lender of the Company shall seek to enforce his security in respect of all or any of the property or assets charged by this Debenture; or
 - 5.1.5 if a petition shall be presented for an administration order in relation to the Company; or
 - 5.1.6 if the Company shall enter into any composition or arrangement for the benefit of its Lender; or
 - 5.1.7 if the liabilities of the Company (including contingent and future liabilities) exceed its assets; or
 - 5.1.8 any other event shall take place which in the opinion of the Lender puts in jeopardy all or any part of the security created by this Debenture.
- 5.2 Section 103 of the Law of Property Act 1925 shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or extended by this Debenture shall arise on and be exercisable at any time after the date of this Debenture.
- 5.3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Debenture.
- 5.4 The Lender shall not be entitled to appoint a receiver or convert the floating charge created by clause 2.1.2 into a fixed charge as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under Section 1A of and Schedule A1 to the Insolvency Act 1986.

6 RECEIVER

- 6.1 At any time after this Debenture has become enforceable or if the Company

so requests in writing the Lender may without further notice to the Company appoint by writing under hand or under seal any one or more persons either singly jointly severally or jointly and severally to be a receiver and manager or administrative receiver (each a "Receiver") of all or any part of the property charged by this Debenture and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.

- 6.2 Any Receiver shall be the agent of the Company which shall be solely responsible for his acts and defaults and the payment of his remuneration.
- 6.3 Any Receiver shall subject to any liabilities or restrictions expressed in the deed or instrument appointing him have all the powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagors mortgagees in possession (but without liability as such) receivers administrative receivers and administrators appointed under those Acts which in the case of joint receivers may be exercised either jointly or severally. In addition but without prejudice to the generality of the foregoing the Receiver shall have power (in the name of the Company or otherwise and in such manner and on such terms and conditions as he shall think fit) to:
 - 6.3.1 take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings;
 - 6.3.2 carry on or concur in carrying on the business of the Company and to raise money on the security of any property charged by this Debenture;
 - 6.3.3 purchase or acquire any land and purchase acquire and grant any interest in or right over land;
 - 6.3.4 sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Debenture and to carry any such transactions into effect;
 - 6.3.5 sell assign let or otherwise dispose of or concur in selling assigning letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed;
 - 6.3.6 make any arrangement or compromise between the Company and any other person which he may think expedient;

- 6.3.7 make and effect all repairs improvements and insurances;
- 6.3.8 purchase materials tools equipment goods or supplies;
- 6.3.9 call up any uncalled capital of the Company with all the powers conferred by the Articles of Association of the Company in relation to calls;
- 6.3.10 employ engage and appoint managers and other employees and professional advisers;
- 6.3.11 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Debenture and which he lawfully may or can do.

7 APPLICATION OF PROCEEDS

- 7.1 Any monies received by the Lender or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Debenture be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Company:
 - 7.1.1 in the payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him;
 - 7.1.2 in the payment of the Receiver's remuneration;
 - 7.1.3 in or towards the satisfaction of the Secured Liabilities in such order as the Lender in its absolute discretion thinks fit;
 - 7.1.4 in payment of the surplus (if any) to the person or persons entitled to it.

8 PROTECTION OF THIRD PARTIES

No person dealing with a Receiver or the Lender shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Debenture or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Lender. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a Receiver or the Lender.

9 ENTRY INTO POSSESSION

If the Lender or any Receiver shall enter into possession of the property hereby charged or any part thereof it or he may from time to time and at any time go out of such possession. Neither the Lender nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Company for anything except its or his actual receipts or be liable to the Company for any loss or damage arising from any realisation of the property hereby charged or from any act default or omission in relation thereto.

10 POWER OF ATTORNEY

The Company irrevocably appoints the Lender any Receiver and any person nominated by the Lender jointly and also severally to be the attorney of the Company with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents which the Lender or any Receiver may require or deem proper for any of the purposes of this debenture and which the Company fails to do when required to do so under this Debenture. The Company agrees to ratify and confirm anything such attorney shall lawfully and properly do.

11 PRIOR CHARGES

If there is any encumbrance over any of the property charged by this Debenture which ranks in priority to this Debenture and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior encumbrance the Lender or any Receiver appointed under this Debenture in respect of such property may (but without prejudice to any rights the Receiver may have under Section 43 of the Insolvency Act 1986) redeem such prior encumbrance or procure its transfer to itself and may settle and pass the account so settled and passed shall be conclusive and binding on the Company and all the principal interest costs charges and expenses of and incidental to such redemption or transfer shall be secured on the property charged by this Debenture and all the powers conferred by any prior encumbrance upon the

encumbrancer or any receiver thereunder shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included in this Debenture.

12 FURTHER ASSURANCE

The Company shall whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require at the Company's cost over any property or assets specified by the Lender for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the monies obligations and liabilities secured by this Debenture.

13 COSTS AND INDEMNITY

The Lender and every Receiver attorney or other person appointed by the Lender under this Debenture and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the property charged by this Debenture in respect of all liabilities and expenses properly incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Debenture and against all actions proceedings losses costs claims and demands in respect of any matter or thing done or omitted in any way relating to the property charged by this Debenture and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Debenture.

14 MISCELLANEOUS

14.1 The Lender may without discharging or in any way affecting the security created by this Debenture or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedies securities guarantees or other rights which it may now or in the future have from or against the Company and may make any arrangement variation or release with any person or persons without prejudice either to this Debenture or the liability of the Company for the monies obligations and liabilities secured by this Debenture.

- 14.2 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Debenture and the expression "the Lender" shall include its successors and assigns and the Lender shall be entitled to disclose any information to any actual or prospective assignee successor or participant.
- 14.3 The provisions of this Debenture shall be severable and if at any time any one or more such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired.
- 14.4 The rights and remedies of the Lender provided by this Debenture are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time and as often as the Lender may deem expedient.
- 14.5 Any reference in this Debenture to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.
- 14.6 The Company certifies that the deed does not contravene the Company's Memorandum and Articles of Association.

15 NOTICES

- 15.1 Any demand or notice under this Debenture may be served personally on any director or the secretary of the Company or may be sent by post or facsimile or may be delivered to the registered office of the Company or its last known place of business.
- 15.2 If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered.
- 15.3 If sent by facsimile it shall be deemed to have been received (whether or not actually received) at the time of dispatch.

16 GOVERNING LAW AND JURISDICTION

This Debenture shall be governed by and construed in accordance with the laws of England and the Company irrevocably submits to the non-exclusive jurisdiction of the English Courts

IN WITNESS whereof the Company has executed this Debenture as a Deed and the Lender has executed this Debenture the day and year first above written

Signed and delivered as a deed by

Dog House Post Production Limited

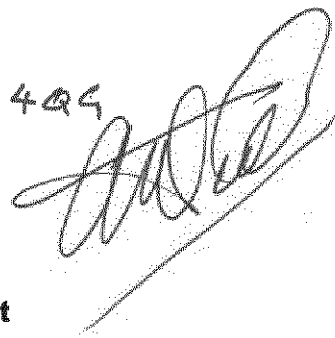
acting by its director *Smiler*

In the presence of:

Witness' Name: *ALLAN WILLIAMS JONES*

Witness' Address: *94 HILLVIEW BRISTOL BS9 4QG*

Witness' Occupation: *Building Surveyor.*

A large, stylized handwritten signature in black ink, likely belonging to Allan Williams Jones, the witness mentioned in the text.

ANNEX – Loan Agreement

THIS Deed is made the

31st March

2022

Between

- (1) **Robert Barton Hill and Judith Sandra Barton Hill** of Upper Lodge, 2 Mariners Drive Bristol BS9 1QJ ("the Lender")
- (2) **Dog House Post Production Limited** (Company Number 5406043) whose registered office is situate 11 Belgrave Road, Clifton, Bristol, BS8 2AA ("the Borrower")

WHEREAS

- (A) The parties wish to formalise the terms upon which the Loan has been given.
- (B) The parties are the parties to the Debenture (as defined below) and wish to amend the terms of the Debenture as set out herein.

NOW IT IS AGREED:

1. Definitions

In this agreement:

- | | |
|---------------------|---|
| "Debenture" | means the debenture entered into on the date hereof by the Borrowers in favour of the Lender |
| "the Loan" | means the sum of £28,363.54 (twenty eight thousand three hundred and sixty three pounds & 54 pence) |
| "the Interest Rate" | means 4% above the base rate of the Bank of England subject to a minimum of 5% |
| "the Term" | means the period from the date of this agreement up to and including 1 st January 2025 |

2. Agreement for Loan

The Lender has provided the Loan to the Borrower for the term upon the terms, conditions and provisions of this agreement.

3. Repayment of Loan

- 3.1 The Loan shall (subject to the other provisions of this agreement) be repaid by monthly instalments of £500.00 (Five Hundred Pounds) on the first day of each calendar month starting on 1st March 2022, together with an additional final payment on 1st January 2025 being of an amount sufficient to repay the total outstanding balance on that date.
- 3.2 In consideration of the Loan (receipt of which the Borrower acknowledges) the Borrower undertakes to repay the Loan to the Lender free from any legal or equitable right of set off. The Loan will become immediately due and repayable in full if:
 - 3.2.1 the Borrower fails to comply with any term, condition, covenant or provision

of or to perform any of its obligations or liabilities under this agreement or an associated or collateral security and (if the Lender reasonably considers that such failure is capable of remedy) the Borrower fails to remedy the failure within ten days of receipt of notice of such failure;

- 3.2.2 any representation or warranty given by the Borrower is or becomes incorrect, incomplete, untrue or misleading;
- 3.2.3 the property of the Borrower becomes subject to any forfeiture or execution, distress, sequestration or other form of process;
- 3.2.4 if a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of any appointment of a receiver in relation to the Borrower;
- 3.2.5 any action is taken for or with a view to the winding-up of the Borrower or a petition is presented for the making of an administration order in respect of the Borrower or such an order is made or the Borrower becomes insolvent or is unable to pay its debts within the meaning of the Insolvency Act 1986 section 123 or makes any proposal to, or enters into dealings with, any of its creditors with a view to avoiding or in expectation of, insolvency or stops or threatens to stop payments generally or an encumbrance takes possession or a receiver or administrative is appointed of the whole or any material parts of the assets of the Borrower;
- 3.2.6 any event occurs in relation to the Borrower similar to those in clause 3.2.3 to 3.2.5 (inclusive) under the laws of any applicable jurisdiction;
- 3.2.7 the Borrower ceases, or threatens to cease, to carry on all or a substantial part of its business;
- 3.2.8 any event occurs (or circumstances exist) which in the reasonable opinion of the Lender, has or is likely to, materially affect the Borrower's ability to perform all or any of its obligations under or otherwise to comply with the terms of this agreement.

- 3.3 Notwithstanding the provisions of Clause 3.1 the Borrower may at any time prepay the whole or any part of the Loan on giving the Lender one month's notice subject to the Borrower at the same time also paying or discharging all other obligations and liabilities due or owing by the Borrower to the Lender under this agreement or under the terms of any security associated with or collateral to it.

4. Interest

- 4.1 The Borrower undertakes with the Lender to pay to the Lender interest on the Loan (or so much of it as may from time to time remain outstanding) at the Interest Rate.
- 4.2 All interest due pursuant to this agreement shall accrue from day to day and shall be calculated on the basis of a year of 365 days and shall either be paid in addition to the amount being paid to repay the Loan on the 1st day of each ensuing month commencing 1st March 2022, or shall be added to the final payment due on 1st January 2025 pursuant to clause 3.1 above, at the Borrower's discretion.
- 4.3 If the Borrower fails to make any payment due under this agreement on the due date for payment, interest on the unpaid amount shall accrue daily, from the date of non-

payment, to the date of actual payment (both before and after judgment), at 1% above the Interest Rate.

5. Borrower's Representations, Warranties and Covenants

- 5.1 The Borrower represents and warrants to the Lender that the execution of and the observance and performance of its obligations under this agreement does not and will not conflict with any charge, mortgage, lease, loan facility or other agreement.
- 5.2 The Borrower represents and warrants to the Lender that at the date of this agreement no event or potential event has occurred or is continuing or is reasonably likely to result from the Loan or the entry into the performance of, or any transaction contemplated by this agreement which could result in the Loan becoming due and repayable under Clause 3.2 above.
- 5.3 The Borrower represents and warrants to the Lender that at the date of this agreement no litigation, arbitration or administrative proceedings are taking place, pending or, to the Borrower's knowledge, threatened against it, or any of its directors or any of its assets.
- 5.4 The Borrower covenants with the Lender that it will promptly, after becoming aware of them, notify the Lender of any litigation, arbitration or administrative proceedings or claims against, or threatened against, it or any of its directors or any of its assets.
- 5.5 The Borrower covenants with the Lender that it will promptly notify the Lender on becoming aware of any event or potential event as detailed in Clause 3.2

6. Indulgence and Waiver

The Lender may at any time, without discharging or in any way prejudicing this agreement or any associated or collateral security or any remedy of the Lender under this agreement or any associated or collateral security grant to the Borrower or to any other person, time indulgence, further credit, loans or Loans, or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing, or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he/they may now or subsequently have from or against the Borrower or any other person.

7. Demands and Notices

- 7.1 A demand or notice by the Lender under this agreement shall be deemed to have been properly served on the Borrower if served:
 - 7.1.1 personally on the Borrower; or
 - 7.1.2 by first class letter or post addressed to the Borrower at or by delivery to its usual or last known place of abode; and
 - 7.1.3 when dispatched, if given by email; and
 - 7.1.4 when left at the property concerned, if delivered by hand.
- 7.2 The methods of service described in this clause are in addition and without prejudice to any other method of service prescribed or permitted by law.

8. Validity, Severability and Assignment

- 8.1 Each of the provisions of this agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired
- 8.2 The Lender may assign any of its rights under this agreement or transfer all of its rights or obligations by novation

9. Interpretation

- 9.1 Unless the context otherwise requires:
- 9.1.1 the singular includes the plural and vice versa;
 - 9.1.2 references to persons include references to firms, companies or incorporations and vice versa; and
 - 9.1.3 references in the masculine gender include references in the feminine or neuter genders and vice versa.
- 9.2 Unless the context otherwise requires, the expressions "the Borrower" and "the Lender" include their respective successors, transferees and assigns whether immediate or derivative and where appropriate the survivors of them.
- 9.3 All agreements, undertakings, representations and warranties where implied in this agreement to be given by more than one person shall be deemed to have been given jointly and severally by those concerned. The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.
- 9.4 Any reference to a clause is to a clause in this agreement.

10. Governing Law and Jurisdictions

- 10.1 This agreement shall be governed by and construed in accordance with English law.
- 10.2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this agreement and that accordingly any suit, action or proceeding arising out of or in connection with this agreement may be brought in such courts.
- 10.3 Nothing in this clause shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in other jurisdictions whether concurrently or not.

11. Indemnity and costs

The Lender shall be indemnified by the Borrower against all costs, charges, losses expenses and liabilities incurred by them in relation to the Loan.

This document has been executed as a deed and is delivered and takes effect on the day and year first before written.

Executed as a deed by
DOG HOUSE POST PRODUCTION LIMITED
Acting by one director Sara Louise Miller

SM

In the presence of: -

Witness Signature

[Signature]

Print Witness Name ALLAN WILLIAMS-JONES

Witness Address 94 HILL VIEW, HENLEAZE, BRISTOL, BS9 4AG

Witness Occupation

Building Surveyor

Executed as a deed by
THE LENDER

Robert Barton Hill

Judith Sandra Barton Hill

Each in the presence of: -

Witness Signature

Print Witness Name

Witness Address

Witness Occupation