



Registration of a Charge

Company name: **SOUTH PRODUCTIONS LIMITED**

Company number: **07192941**

Received for Electronic Filing: **26/03/2014**



X34GMPR6

Details of Charge

Date of creation: **19/03/2014**

Charge code: **0719 2941 0003**

Persons entitled: **EDGE PERFORMANCE VCT PLC**

Brief description:

Contains fixed charge(s).

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

Notification of addition to or amendment of charge.

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: **JON SWEET**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7192941

Charge code: 0719 2941 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th March 2014 and created by SOUTH PRODUCTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th March 2014 .

Given at Companies House, Cardiff on 27th March 2014



Companies House



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

THE SUPPLEMENTAL DEED is made on

19th March 2014

BETWEEN:

- (1) **THE COMPANIES LISTED in SCHEDULE 1 to this Supplemental Deed** (each an "**Acceding Company**", together the "**Acceding Companies**");
- (2) **THE COMPANIES LISTED IN SCHEDULE 2 to this Supplemental Deed** (together the "**Existing Charging Companies**"); and
- (3) **EDGE PERFORMANCE VCT PLC** (registered number 5558025) whose registered office is at 1 Marylebone High Street, London W1U 4LZ (as security trustee for the Security Beneficiaries (as defined in the Deed), in such capacity the "**Trustee**").

WHEREAS:

This Supplemental Deed is supplemental to a composite guarantee and debenture dated 24th February 2014 and made between, inter alios, the Existing Charging Companies (1) and the Trustee (2) (the "**Deed**").

IT IS AGREED and declared as follows:

1 DEFINITIONS

- 1.1 Words or expressions defined (including by reference) in the Deed shall, unless otherwise defined in this Supplemental Deed, bear the same meaning in this Supplemental Deed (including the recital).
- 1.2 The principles of construction set out in Clauses 1.2 to 1.4 of the Deed shall apply mutatis mutandis to this Supplemental Deed as if they were set out in full in this Supplemental Deed.

2 ACCESSION OF THE ACCEDING COMPANY

- 2.1 By its execution of this Supplemental Deed, each of the Acceding Companies unconditionally and irrevocably undertakes to and agrees with the Trustee to observe and be bound by the terms and provisions of the Deed as if it were an original party to it as one of the Charging Companies.

- 2.2 Without prejudice to the generality of sub-clause 2.1 above, each Acceding Company:

2.2.1 jointly and severally with the other Charging Companies, covenants and guarantees in the terms set out in Clauses 2 and 3 of, and SCHEDULE 2 to, the Deed; and

2.2.2 subject only to the rights of the Prior Creditor under the Prior Security, with full title guarantee, charges and assigns to the Trustee for the payment and discharge of all monies and liabilities, or by the Deed, covenanted to be paid or discharged by it, all its property, assets and undertaking on the terms set out in Clause 4 of the Deed (including without limitation the property specified in PART I of SCHEDULE 3 to this Supplemental Deed and the Intellectual Property specified in PART 1.1 of SCHEDULE 3 to this Supplemental Deed).

- 2.3 As further continuing security for the payment of the Secured Obligations, subject only to the rights of the Prior Creditor under the Prior Security, each Acceding

We hereby certify this is a true and complete copy of the original

MARRIOTT HARRISON LLP

11 Staple Inn

London WC1V 7QH

Signed

Dated

29/3/14
D. STROOK

Company charges with full title guarantee in favour of the Trustee (for the benefit of itself and the other Secured Beneficiaries) by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under Clause 4 of the Deed.

- 2.4 The Existing Charging Companies consent to the accession of the Acceding Companies to the Deed on the terms of the preceding provisions of this Clause 2 of this Supplemental Deed and agree that the Deed shall from now on be read and construed as if the Acceding Companies had been named in it as a "*Charging Company*" and one of the "*Charging Companies*".

3 INTERPRETATION

This Supplemental Deed shall from now on be read as one with the Deed, so that all references in the Deed to "***this Deed***", "***this Debenture***", "***this Guarantee***" and similar expressions shall include references to this Supplemental Deed.

4 DELIVERY

This Supplemental Deed shall be treated as having been executed and delivered as a deed only upon being dated.

5 COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts each of which shall be deemed to be an original, and which together shall constitute one and the same instrument.

6 THIRD PARTY RIGHTS

Without prejudice to Clause 22 of the Deed to the extent applicable, a person who is not a party to this Supplemental Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

7 GOVERNING LAW AND JURISDICTION

- 7.1 This Supplemental Deed shall be governed by and construed in accordance with English law.
- 7.2 Each of the parties to this Supplemental Deed irrevocably agrees for the benefit of the Trustee that the courts in England shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of, or in connection with, this Supplemental Deed and, for such purposes, the parties to this Supplemental Deed irrevocably submit to the jurisdiction of such courts.

IN WITNESS whereof this Deed of Accession has been executed as a deed by the Acceding Companies and the Existing Charging Companies, and signed on behalf of the Trustee, on the date set out at the beginning of this Supplemental Deed.

Schedule 1
(the Acceding Companies)

Company name	Company number
1 Click 2 Fame Limited	7272121
1 Click Music Limited	7304925
1 Click Songs Limited	7304984
1 Click Entertainment Limited	7305046
South Productions Limited	7192941

Schedule 2
The Existing Charging Companies

Company name	Company number
Intent HQ Holdings Limited	8745670
Intent HQ Limited	7220983

Schedule 3

**Part I
Property**

**Part II
Intellectual Property**

ACCEEDING CHARGING COMPANIES

Executed as a deed by

1 CLICK 2 FAME LIMITED

acting by a director in the presence of

)

)

)

Director

Rob Thur

Signature of witness

Name

Address

MARRIOTT HARRISON LLP

11 Staple Inn

London

WC1V 7QH

Occupation

Solicitor

Executed as a deed by

1 CLICK MUSIC LIMITED

acting by a director in the presence of

)

)

)

Director

Rob Thur

Signature of witness

Name

Address

MARRIOTT HARRISON LLP

11 Staple Inn

London

WC1V 7QH

Occupation

Solicitor

Executed as a deed by

1 CLICK SONGS LIMITED

acting by a director in the presence of

)

)

)

Director

Rob Thur

Signature of witness

Name

Address

MARRIOTT HARRISON LLP

11 Staple Inn

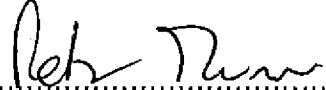
London

WC1V 7QH

Occupation

Solicitor

Executed as a deed by
1 CLICK ENTERTAINMENT LIMITED
acting by a director in the presence of

)
) 
) Director

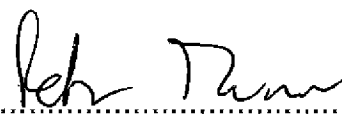
.....
Signature of witness

Name 

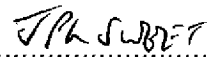
Address MARRIOTT HARRISON LLP
11 Staple Inn
London
WC1V 7QH

Occupation 

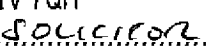
Executed as a deed by
SOUTH PRODUCTIONS LIMITED
acting by a director in the presence of

)
) 
) Director

.....
Signature of witness

Name 

Address MARRIOTT HARRISON LLP
11 Staple Inn
London
WC1V 7QH

Occupation 

EXISTING CHARGING COMPANIES

Executed as a deed by)

INTENT HQ HOLDINGS LIMITED)

acting by a director, in the presence of:)

Director

Signature of witness

Name

Address MARRIOTT HARRISON LLP

11 Staple Inn

London

WC1V 7QH

Occupation

SOLICITOR

Executed as a deed by)

INTENT HQ LIMITED)

acting by a director, in the presence of:)

Director

Signature of witness

Name

Address MARRIOTT HARRISON LLP

11 Staple Inn

London

WC1V 7QH

Occupation

SOLICITOR

TRUSTEE

Signed and delivered as a deed by)
EDGE PERFORMANCE VCT PLC by the)
signature of its attorney **Alasdair George**)
acting under a power of attorney dated)
in the presence of:)



.....
Signature of witness

Name *JPLHURST*

Address MARRIOTT HARRISON LLP
..... 11 Staple Inn
..... London
..... WC1V 7QH

Occupation *SOLICITOR*