



Registration of a Charge

Company Name: **OTIUM ENTERTAINMENT GROUP LIMITED**

Company Number: **07612487**



Received for filing in Electronic Format on the: **24/01/2022**

XAWCW73P

Details of Charge

Date of creation: **14/01/2022**

Charge code: **0761 2487 0004**

Persons entitled: **ARVO MASTER FUND LIMITED**

Brief description: **THE FREEHOLD LAND AND BUILDINGS ON THE SOUTH EAST SIDE OF LEAMINGTON ROAD, RYTON ON DUNSMORE, COVENTRY AND REGISTERED AT THE LAND REGISTRY WITH TITLE NO WK234099.**

Contains fixed 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: **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: **ELAINE NOLAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7612487

Charge code: 0761 2487 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th January 2022 and created by OTIUM ENTERTAINMENT GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th January 2022 .

Given at Companies House, Cardiff on 26th January 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

I certify that this is a true copy (subject
only to certain permitted redactions)

Dated

14 Jan 2022

Kirkland & Ellis
International LLP

OTIUM ENTERTAINMENT GROUP LIMITED

-to-

ARVO MASTER FUND LIMITED

Supplemental Legal Charge

in respect of premises at
South East side of Leamington Road, Ryton on Dunsmore, Coventry and
registered at the Land Registry with Title No WK234099

Supplemental Legal Charge relating to a Debenture dated 30 December 2013 and a
Supplemental Debenture dated 21 December 2021

To: HM Land Registry

This Supplemental Legal Charge is made the 14 day of January 2022
Between:

- (1) **Otium Entertainment Group Limited** a limited liability company incorporated under the laws of England with registered number 07612487 whose registered office is at Sky Blue Lodge, Leamington Road, Ryton on Dunsmore, Coventry, CV8 3FL (the **Chargor**) in favour of
- (2) **Arvo Master Fund Limited** a limited liability company incorporated under the laws of the Cayman Islands, with registered number CR-117351 whose registered office is at 1 Nexus Way, Georgetown, Grand Cayman, KY1 9005 (the **Lender**)

Now This Deed Witnesseth as follows:

1. **Interpretation**

- 1.1. Terms defined or to which an interpretation is ascribed in the Debenture shall unless otherwise defined herein bear the same meaning herein and in case of conflict between any of the terms hereof and any terms of the Debenture the terms of the Debenture shall prevail
- 1.2. In this Supplemental Legal Charge:
 - 1.2.1. **Debenture** means a debenture created by the Chargor in favour of the Lender and dated 30 December 2013 by way of security for the Secured Liabilities as therein defined
 - 1.2.2. **Land** means all estates and other interests in the real property and other immovable property situated in England and Wales of which the Chargor is the registered proprietor or owner particulars of which are specified in the Schedule together with the Fixtures thereon and other immovable property from time to time on any such real property
 - 1.2.3. **Supplemental Debenture** means a supplemental debenture to the Debenture created by the Chargor in favour of the Lender and dated 21 December 2021
 - 1.2.4. any obligation on the Chargor hereunder to do something shall include an obligation to procure that the same be done and any obligation not to do something shall include an obligation not to permit suffer or allow the same to be done
 - 1.2.5. the terms of the Debenture, the Supplemental Debenture and any documents supplemental or ancillary thereto are incorporated herein to the extent required for any agreement for the disposition of the Land herein contained to be a valid agreement in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
 - 1.2.6. any references to this Supplemental Legal Charge or any other agreement or document shall be construed as a reference to this Supplemental Legal Charge or as the case may be such other agreement or document as the same may have been or may from time to time be amended varied novated or supplemented (and so that any reference to this Supplemental Legal Charge shall include unless the context otherwise requires any agreement or document expressed to be supplemental hereto or expressed to be collateral herewith or which is otherwise entered into pursuant to or in accordance with the provisions hereof); and

1.3. Clause and Schedule headings are for ease of reference only

2. **Introduction**

On 21 December 2021, the Chargor and the Lender (among others), agreed to amend and restate a loan agreement dated 25 July 2013 (the “**Amended and Restated Loan Agreement**”), and intends to grant this Supplemental Legal Charge in relation to the obligations of the Chargor under the Amended and Restated Loan Agreement by way of security in accordance with the terms of the Debenture and Supplemental Debenture.

3. **Incorporation of Clauses**

This Supplemental Legal Charge is to be read as one with the Debenture and the Supplemental Debenture and accordingly Clause 1 (*Definitions and Interpretation*), and Clauses 6 to 24 (inclusive) of the Debenture shall to the extent relevant be deemed to be incorporated in this Supplemental Legal Charge *mutatis mutandis* as if they were set out in full herein and for the avoidance of doubt shall be binding on the parties hereto in accordance with the terms thereof and as if the expression **Land** referred to the Land as defined herein and as if the expression **this Deed** referred to this Supplemental Legal Charge

4. **Application to HM Land Registry**

The Chargor consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any Land.

“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without written consent signed by the proprietor for the time being of the charge dated 14 January 2022 in favour of Arvo Master Fund Limited referred to in the charges register or their conveyancer.”

5. **Covenant to Pay**

Clause 2 of the Debenture shall be incorporated in this Supplemental Legal Charge whereby the Chargor shall pay each of the Secured Liabilities when due or if they do not specify a time, on demand.

6. **Security**

6.1. The Chargor with full title guarantee hereby (and to the intent that the security so constituted shall be a continuing security in favour of the Lender) charges in favour of the Lender with the payment and discharge of the Secured Liabilities by way of first legal mortgage all right title estate and other interests of the Chargor in the Land

6.2. The Chargor hereby (and to the intent that the security so constituted shall be a continuing security in favour of the Lender) assigns with full title guarantee to the Lender (unless such shall not be capable of assignment and subject to any necessary consents to any such assignments being forthcoming) all rights and claims, including, but not limited to, all proceeds of claims and returns of premiums, to which the Chargor is now or may hereafter become entitled in relation to the Land including those against any manufacturer supplier or installer of such property any builder contractor or professional adviser engaged in relation to any such property and any lessee sub-lessee or licensee of any of the Land (including any rent deposit deed) and any guarantor or surety for the obligations of such person

6.3. The Chargor, by way of first fixed charge, charges in favour of the Lender:

6.3.1. the benefit of all other contracts, guarantees, appointments and warranties relating to the Land and other documents to which the Chargor is a party or

which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Land or otherwise relating to Land (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and

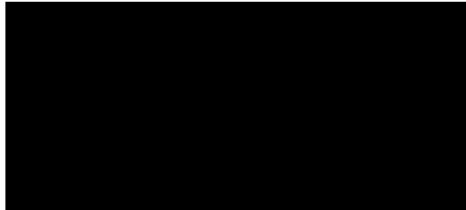
- 6.3.2. all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business carried on at the Land

In Witness whereof this Supplemental Legal Charge has been executed as a Deed by the Chargor and the Lender and is intended to be and is hereby delivered on the day and year first before written

The Schedule
The Land

The freehold land and buildings on the South East Side of Leamington Road, Ryton on Dunsmore, Coventry and registered at the Land Registry with Title No WK234099.

Executed as a deed for and on behalf of
OTIUM ENTERTAINMENT GROUP LIMITED acting by

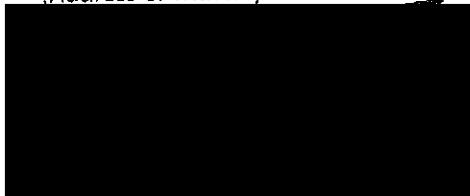


.....
(Signature of witness)

ZOE HUMM

(Name of witness – in block capitals)

.....
(Address of witness)

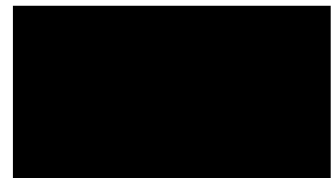


.....
(Signature)

TIMOTHY FISHER

(Name – in block capitals)

Executed as a deed for and on behalf of
ARVO MASTER FUND LIMITED acting by



(Signature)

(Name – in block capitals)

[Handwritten signature]

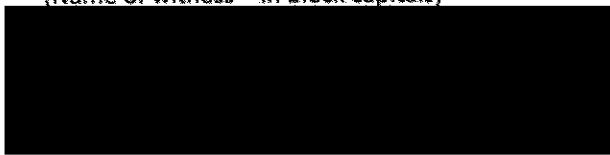
in the presence of:

[Handwritten signature]

(Signature of witness)

JO FITZSIMMONS

(Name of witness – in block capitals)



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