



**Registration of a Charge**

Company Name: **ENTERTAINMENT ALLIANCE (UK) LIMITED**

Company Number: **09094922**



Received for filing in Electronic Format on the: **12/04/2023**

XC1A00G1

**Details of Charge**

Date of creation: **04/04/2023**

Charge code: **0909 4922 0003**

Persons entitled: **STONE RIVER INVESTMENTS LTD**

Brief description:

**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 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: **SQUIRE PATTON BOGGS (UK) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 9094922

Charge code: 0909 4922 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th April 2023 and created by ENTERTAINMENT ALLIANCE (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2023 .

Given at Companies House, Cardiff on 15th April 2023

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**

DATED 4 April 2023

**THE COMPANIES LISTED IN SCHEDULE 1** (1)  
as Original Companies

and

**STONE RIVER INVESTMENTS LTD** (2)  
as Lender

---

**COMPOSITE GUARANTEE AND DEBENTURE**

---

## CONTENTS

1	INTERPRETATION .....	1
2	GUARANTEE AND INDEMNITY .....	6
3	COVENANT TO PAY .....	9
4	FIXED CHARGES .....	9
5	ASSIGNMENTS .....	10
6	FLOATING CHARGES .....	11
7	CONTINUING SECURITY .....	12
8	GENERAL UNDERTAKINGS .....	14
9	MATERIAL CONTRACTS .....	15
10	INVESTMENTS .....	16
11	INTELLECTUAL PROPERTY .....	18
12	REAL PROPERTY .....	19
13	FURTHER ASSURANCE .....	22
14	POWER TO REMEDY .....	22
15	ENFORCEMENT OF SECURITY .....	22
16	ADMINISTRATORS AND RECEIVERS .....	24
17	APPLICATION OF PROCEEDS .....	27
18	POWER OF ATTORNEY .....	27
19	PROTECTION OF LENDER AND RECEIVERS .....	27
20	PROTECTION OF THIRD PARTIES .....	28
21	DELEGATION BY LENDER .....	28
22	REDEMPTION OF PRIOR MORTGAGES .....	28
23	RELEASE OF THE SECURITY .....	28
24	PAYMENTS .....	29
25	COSTS AND EXPENSES .....	29
26	ASSIGNMENTS, TRANSFERS AND ADDITIONAL COMPANIES .....	30

27	REMEDIES AND WAIVERS .....	31
28	SET-OFF .....	31
29	ADDITIONAL PROVISIONS .....	32
30	NOTICES .....	33
31	THE LAND REGISTRY .....	34
32	GOVERNING LAW .....	34
33	ENFORCEMENT .....	34
34	COUNTERPARTS AND EFFECTIVENESS .....	34
	SCHEDULE 1 THE ORIGINAL COMPANIES .....	36
	SCHEDULE 2 DETAILS OF CERTAIN ASSETS .....	37
	PART 1 REAL PROPERTY .....	37
	PART 2 REGISTERED INTELLECTUAL PROPERTY .....	38
	PART 3 SHARES .....	39
	PART 4 MATERIAL CONTRACTS .....	40
	PART 5 CHARGED ACCOUNTS .....	41
	SCHEDULE 3 FORM OF ACCESSION DEED .....	42

## DATE OF COMPOSITE GUARANTEE AND DEBENTURE

4 April

**2023**

### PARTIES

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** (The Original Companies) (the "Original Companies" and each an "Original Company")
- (2) **STONE RIVER INVESTMENTS LTD** (Company Number: 12929369) incorporated and registered in England and Wales whose registered office is at Unit C Nepshaw Lane South, Gildersome, Leeds, West Yorkshire, United Kingdom, LS27 7JQ ("Lender").

### INTRODUCTION

- A The Lender is willing to make on demand facilities available to the Original Companies on the terms and subject to the conditions set out in the Facility Agreements.
- B It is a condition precedent to the making of the loan under the Facility Agreements that the Original Companies shall have executed and delivered this Deed.
- C The Board of Directors of each Company is satisfied that the relevant Company is entering into this Deed for the purposes of its business and that its doing so benefits that Company.
- D The Lender and each Company intend this Deed to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

### THIS DEED WITNESSES THAT:

#### 1 INTERPRETATION

##### 1.1 Definitions

In this Deed the following terms have the meanings given to them in this Clause.

**"Accession Deed"** means a deed substantially in the form set out in Schedule 3 (Form of Accession Deed) with such amendments as the Lender may approve or reasonably require.

**"Account"** means any account now or in the future opened or maintained by any of the Companies with a bank or other financial institution (and any replacement account or subdivision or subaccount of that account), all amounts from time to time standing to the credit of, or accrued or accruing on, such account and all Related Rights.

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

**"Charged Accounts"** means:

- (a) each Account identified in Part 5 of Schedule 2 (Details of Certain Assets) or in the Schedule to any Accession Deed; and
- (b) any other Account maintained by a Company and designated in writing as a Charged Account by the Lender.

**"Company"** means each Original Company and each other company which becomes a party to this Deed pursuant to an Accession Deed.

**"Companies' Agent"** means Entertainment Alliance (UK) (Company Number 09094922), appointed to act on behalf of each Company in relation to this Deed pursuant to Clause 26.4 (Companies' Agent).

**"Encumbrance"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Facility Agreements"** means each of the on demand loan facility agreements dated on or about the date of this Deed and made between a Company and the Lender and any other similar agreements or arrangements entered into between the Lender and a Company at any time.

**"Finance Documents"** means:

- (a) the Facility Agreements;
- (b) this Deed;
- (c) any Accession Deed;
- (d) any other document which creates or purports to create Security for the Secured Obligations; and
- (e) any other document designated as such by the Lender.

**"Fixtures"** means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law.

**"Insurances"** means all contracts and policies of insurance of whatever nature which are, from time to time, taken out by or on behalf of any Company or (to the extent of such interest) in which any Company has an interest.

**"Intellectual Property"** means all patents, trade marks, service marks, designs, design rights, utility models, business names, topographical or similar rights, copyrights, moral rights, database rights, rights in inventions, domain names, computer software, know-how, trade secrets and confidential information and other intellectual property rights and any interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same) owned by the Company.

**"Investments"** means:

- (a) the Shares and any other shares, stocks, debentures, bonds, notes, commercial paper, certificates of deposit, interests in collective investment schemes and other securities and investments of any kind whatsoever; and
- (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments,

in each case whether held directly by or to the order of any Company or by any custodian, nominee, fiduciary, clearance system or other similar person on its behalf (and all rights against any such person).

**"Liability"** means any present or future obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether as principal or surety or in any other capacity and including any amount which would constitute such a liability but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

**"Material Contracts"** means (i) the contracts (if any) detailed in Schedule 2 (Details of Certain Assets), (ii) the contracts detailed in the Schedule to any Accession Deed (if any) and (iii) any other contract from time to time designated in writing as a Material Contract by the Lender.

**"Planning Acts"** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and the Highways Act 1980 and any re-enactment, variation or modification of any of them and any orders, regulations or permissions made, issued or granted under or by virtue of the foregoing Acts or any of them.

**"Real Property"** means:

- (a) any freehold, leasehold or immovable property and all rights, easements and privileges from time to time attached thereto; and
- (b) any buildings, Fixtures from time to time situated on or forming part of that freehold, leasehold or immovable property.

**"Receiver"** means a receiver and manager or any other receiver (whether appointed pursuant to this Deed or any statute, by a court or otherwise) of all or any of the Secured Assets and shall, where permitted by law, include an administrative receiver.

**"Registered Intellectual Property"** means patents, petty patents, utility models, registered trade marks, registered designs and registered copyright, including applications for any of the same in any part of the world.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of all or any part of that asset;

- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies, proceeds or income paid or payable in respect of that asset.

**"Secured Assets"** means all of the assets, rights, title, interests and benefits of the Companies from time to time subject to the Security.

**"Secured Obligations"** means all present and future Liabilities of the Companies to the Lender whether under or in relation to any one or more of the Finance Documents (including, without limitation, all Liabilities arising out of any extension, variation, modification, restatement or novation of such Finance Documents whatsoever) or otherwise, provided that no Liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Security (or any part thereof) or any other provision of this Deed would be unlawful or prohibited by any applicable law.

**"Secured Real Property"** means all of the Real Property from time to time subject to the Security.

**"Security"** means the security created or intended to be created by this Deed or any Accession Deed, as the case may be.

**"Security Period"** means the period beginning on the date of this Deed and ending on the date upon which the Lender is satisfied that:

- (a) the Lender is not under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to any Company under any of the Finance Documents; and
- (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

**"Shares"** means the shares identified in Schedule 2 (Details of Certain Assets) (if any) (or in the Schedule to any Accession Deed) and all other shares in the capital of any company now or in the future legally or beneficially owned by any Company and/or any nominee on its behalf.

**"Subsidiary"** means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

**"Tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

## 1.2 Defined terms

Unless this Deed provides otherwise or the context otherwise requires, a term which is defined (or expressed to be subject to a particular construction) in the Facility Agreements shall have the same meaning (or be subject to the same construction) in

this Deed, provided that in the event that either of the Facility Agreements is terminated, all such defined terms contained in the Facility Agreements immediately prior to such termination shall be deemed to be included in this Deed as if set forth herein.

### **1.3 Incorporation of terms**

The terms of the Finance Documents and any side letters between the Companies and the Lender are incorporated into this Deed to the extent required for any purported disposition contained in this Deed to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

### **1.4 Certificates**

Any certification or determination by the Lender of a rate or amount of any Secured Obligation owed to it shall be, in the absence of manifest error, conclusive evidence of the existence and amount of such Secured Obligation.

### **1.5 Implied covenants**

In accordance with Rule 68 of the Land Registration Rules 2003:

- (a) the covenants set out in Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to Clauses 4 (Fixed charges), 5 (Assignments) and 6 (Floating charges) (and to the corresponding clauses in any Accession Deed) save for the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about";
- (b) the covenants set out in Section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to Clauses 4 (Fixed charges), 5 (Assignments) and 6 (Floating charges) (and to the corresponding clauses in any Accession Deed) save for the words "except to the extent that such liabilities and rights are, by reason of (i) being, at the time of the disposition, only potential liabilities and rights in relation to the property or (ii) being liabilities and rights imposed or conferred in relation to property generally, not such as to constitute defects in title"; and
- (c) the exclusions set out in Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to Clauses 4 (Fixed charges), 5 (Assignments) and 6 (Floating charges) (and to the corresponding clauses in any Accession Deed).

### **1.6 Nominees**

If the Lender causes or requires Shares or any other asset to be registered in the name of a nominee for the Lender, any reference in this Deed to the Lender shall, if the context so permits or requires, be construed as a reference to each of the Lender and such nominee.

## **1.7 Third party rights**

- (a) The terms of this Deed may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded, provided that any Receiver may rely on and enforce this Deed.
- (b) The parties to this Deed may vary or rescind this Deed without the consent of any third party.

## **1.8 Clause and Schedule headings**

- (a) Unless otherwise stated, any reference in this Deed to a Clause or a Schedule shall be construed as a reference to a clause of or a schedule to this Deed.
- (b) Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Deed.

# **2 GUARANTEE AND INDEMNITY**

## **2.1 Guarantee and indemnity**

Each Company irrevocably and unconditionally jointly and severally:

- (a) guarantees to the Lender punctual performance by each other Company of all that Company's obligations under the Finance Documents;
- (b) undertakes with the Lender that whenever another Company does not pay any amount when due under or in connection with any Finance Document, that Company shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Lender immediately on demand against any cost, loss or liability it incurs as a result of a Company not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Company under this indemnity will not exceed the amount it would have had to pay under this Clause 2.1 if the amount claimed had been recoverable on the basis of a guarantee.

## **2.2 Continuing guarantee**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Company under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

## **2.3 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Company or any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any payment, security or other disposition which is

avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Company under this Clause 2 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

## **2.4 Waiver of defences**

The obligations of each Company under this Clause 2 will not be affected by an act, omission, matter or thing which, but for this Clause 2, would reduce, release or prejudice any of its obligations under this Clause 2 (without limitation and whether or not known to it or the Lender) including:

- (a) any time, waiver or consent granted to, or composition with, any Company or other person;
- (b) the release of any other Company or any other person under the terms of any composition or arrangement with any creditor of any Company;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Company or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Company or any other person;
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

## **2.5 Company intent**

Without prejudice to the generality of Clause 2.4 (Waiver of defences) above, each Company expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

## 2.6 Immediate recourse

Each Company waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Company under this guarantee. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

## 2.7 Appropriations

Until all amounts which may be or become payable by the Companies under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Company shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Company or on account of any Company's liability under this Clause 2.

## 2.8 Deferral of Companies' rights

Until all amounts which may be or become payable by the Companies under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Company will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this guarantee:

- (a) to be indemnified by a Company;
- (b) to claim any contribution from any other guarantor of any Company's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;
- (d) to bring legal or other proceedings for an order requiring any Company to make any payment, or perform any obligation, in respect of which any Company has given a guarantee, undertaking or indemnity under Clause 2.1 (Guarantee and indemnity);
- (e) to exercise any right of set-off against any Company; and/or
- (f) to claim or prove as a creditor of any Company in competition with the Lender.

If a Company receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all

amounts which may be or become payable to the Lender by the Companies under or in connection with the Finance Documents to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with the Finance Documents.

## **2.9 Additional Security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

## **2.10 Guarantee limitations**

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006 or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of the relevant Company and, with respect to any Company which becomes a party to this Deed pursuant to an Accession Deed, is subject to any limitations set out in the Accession Deed applicable to such Company.

# **3 COVENANT TO PAY**

## **3.1 Covenant to pay**

Each Company agrees, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations as and when they fall due or, if no time for payment is specified in respect of the same, promptly on demand of the Lender.

## **3.2 Interest**

Any Secured Obligation which is owed by a Company under this Deed (or Accession Deed, as the case may be) and is not paid when due shall bear interest at the rate of 10% from the due date until the date on which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment), be compounded monthly, and be payable by the relevant Company on demand of the Lender.

# **4 FIXED CHARGES**

Each Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Lender:

- (a) by way of first legal mortgage, all of the Real Property (if any) specified in Schedule 2 (Details of Certain Assets) and all other Real Property now vested in that Company;
- (b) by way of first fixed charge all such Company's present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 5 (Assignments) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice):

- (i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licences) vested in, or acquired by, it;
- (ii) to the extent not effectively charged pursuant to paragraph (a) or (b)(i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of that Company's stock-in-trade or work in progress) owned by that Company or (to the extent of such interest) in which that Company has an interest and the benefit of all contracts and warranties relating to the same;
- (iii) all Charged Accounts;
- (iv) all Investments and all Related Rights;
- (v) the Insurances and all Related Rights;
- (vi) to the extent that the same do not fall within any other sub-paragraph of this paragraph (b), the Material Contracts and all Related Rights;
- (vii) any pension fund (to the extent permitted by law);
- (viii) all Authorisations (statutory or otherwise) held in connection with the business of that Company or the use of any asset of that Company and the right to recover and receive all compensation which may at any time become payable to it in respect of the same;
- (ix) all goodwill and uncalled capital of that Company; and
- (x) all of the Registered Intellectual Property (if any) specified in Schedule 2 (Details of Certain Assets) and all other Registered Intellectual Property of that Company.

## **5 ASSIGNMENTS**

### **5.1 Assignments**

Subject to Clause 5.2 (Non-assignable rights), each Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Lender all its present and future right, title and interest in and to and the benefit of:

- (a) the Insurances and all Related Rights;
- (b) all the Material Contracts and all Related Rights; and
- (c) to the extent not charged under the provisions of paragraph (b)(ix) of Clause 4 (Fixed charges), all Intellectual Property.

## **5.2 Non-assignable rights**

Each Company declares that to the extent that any right, title, interest or benefit in or in respect of any asset described in Clause 5.1 (Assignments) (or Clause 4 (Assignments) of an Accession Deed, as the case may be) cannot be or is not effectively assigned pursuant to Clause 5.1 for whatever reason, the relevant Company shall:

- (a) promptly notify the Lender of the same and the reasons therefor;
- (b) hold the benefit of the same on trust for the Lender as security for the payment and discharge of the Secured Obligations; and
- (c) take such steps as the Lender may require to remove such impediment to an assignment.

## **5.3 License-back of Intellectual Property**

The Lender hereby grants to each Company an exclusive, royalty-free licence to use and to have used on its behalf and to sub-license all Intellectual Property assigned under this Clause 5 at any time prior to the Security becoming enforceable. The grant of licence under this Clause 5.3 includes the grant to each Company of the sole right to take action against, and compromise or make settlements with, any third parties infringing the Intellectual Property in satisfaction of the relevant Company's obligations under paragraph (b) of Clause 11.2 (Protection).

# **6 FLOATING CHARGES**

## **6.1 Creation of floating charges**

- (a) Each Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Lender by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 4 (Fixed charges) or effectively assigned pursuant to Clause 5 (Assignments).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 6.

## **6.2 Conversion of floating charge**

- (a) The Lender may, by notice to the relevant Company, convert the floating charge created under this Deed (or Accession Deed, as the case may be) with immediate effect into a fixed charge if:
  - (i) the Security becomes enforceable in accordance with Clause 15 (Enforcement of Security);
  - (ii) the Lender in good faith considers any of the Secured Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or

- (iii) the Lender considers such conversion to be necessary or desirable to protect the priority of the Security,

and such fixed charge shall apply to all assets subject to the floating charge unless and to the extent that such notice otherwise specifies.

- (b) The floating charges created under this Deed (or Accession Deed, as the case may be) shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge (without notice) as regards all the assets subject to the floating charge at such time:
  - (i) upon the convening of a meeting of the members of any Company to consider a resolution to wind up that Company;
  - (ii) upon the presentation of a petition to wind up any Company or the presentation or making of an application for a warrant of execution or a third party debt order or charging order in respect of any of the Secured Assets subject to the floating charges under this Deed (or Accession Deed, as the case may be);
  - (iii) upon the issue and notice of distraint by HM Revenue and Customs or other competent authority, or upon any steps being taken to distraint for rent against any property of any Company; or
  - (iv) if any Company fails to comply with its covenant in Clause 8.2 (Negative pledge and disposals) of this Deed,

provided that nothing in this Deed shall cause the floating charge to crystallise by reason of any Company obtaining or of anything being done with a view to that Company obtaining a moratorium under Section 1A of and Schedule A1 to the Insolvency Act 1986.

- (c) The giving of notice by the Lender pursuant to paragraph (a) above in relation to any of the Secured Assets shall not be construed as a waiver or abandonment of the right of the Lender to serve similar notices in respect of any other of the Secured Assets or of any other of the rights of the Lender (or any of them) under any Finance Document.

## **7 CONTINUING SECURITY**

### **7.1 Continuing and independent security**

The Security shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Lender may hold at any time for the Secured Obligations or any of them.

## 7.2 New accounts

If the Lender receives notice of any Encumbrance created or arising after the date of this Deed in respect of the Secured Assets or any of them or makes demand of a Company for payment of any or all of the Secured Obligations:

- (a) the Lender may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and
- (b) thereafter any amounts paid to the Lender in respect of the Secured Obligations, or realised or recovered by the Lender under this Deed, shall be credited to a new account (or be treated as having been so credited) and not applied (or be treated as having been applied) in or towards payment of all or any of the Secured Obligations.

## 7.3 Avoidance of payments

Where any release, discharge or other arrangement in respect of any Secured Obligation or any Encumbrance which the Lender may hold for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not the Lender has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, this Deed and the Security shall continue as if such release, discharge or other arrangement had not been given or made.

## 7.4 Immediate recourse

The Lender shall not be obliged before exercising any of the rights conferred on it by this Deed or by law to seek to recover amounts due from any Company or to exercise or enforce any other rights or security it may have or hold in respect of the Secured Obligations or any of them.

## 7.5 Waiver of defences

Neither the obligations of any Company under this Deed (or Accession Deed, as the case may be), nor the Security and the rights, powers and remedies conferred on the Lender by this Deed or by law shall be discharged, impaired or otherwise affected by:

- (a) the winding-up, dissolution, administration or reorganisation of any Company or any other person or any change in the status, function, control or ownership of any Company or any such person;
- (b) any of the Secured Obligations or any other security held by the Lender in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) any time or other indulgence being granted or agreed to or with any Company or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Lender in respect thereof;

- (d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Lender in respect thereof;
- (e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them;
- (f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Lender in respect of the Secured Obligations or any of them; or
- (g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of any Company under this Deed, the Security or any of the rights, powers and remedies conferred on the Lender by this Deed (or Accession Deed, as the case may be) or by law.

## **7.6 No competition**

Any right which a Company may have by way of subrogation, contribution or indemnity in relation to the Secured Obligations, or otherwise to claim or prove as a creditor of any Company or any other person or its estate in competition with the Lender, shall be exercised by the relevant Company only if and to the extent that the Lender so requires and in such manner and upon such terms as the Lender may specify and such Company shall hold any moneys, rights or security held or received by it as a result of the exercise of any such rights on trust for the Lender for application in accordance with the terms of this Deed as if such moneys, rights or security were held or received by the Lender under this Deed.

## **7.7 Appropriation**

The Lender shall not be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Lender for application pursuant to the terms of this Deed provided that any such sum may be credited to a suspense or impersonal account and held in such account pending the application from time to time of such sums in or towards discharge of the Secured Obligations.

# **8 GENERAL UNDERTAKINGS**

## **8.1 Authorisations**

Each Company shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all Authorisations required in or by the laws of England to enable it lawfully to enter into and perform its obligations under this Deed and to ensure the legality, validity, enforceability and admissibility in evidence in England of this Deed.

## 8.2 Negative pledge and disposals

No Company will:

- (a) create or permit to subsist any Encumbrance over all or any of its present or future assets other than:
  - (i) Encumbrances constituted by or created pursuant to any of the Finance Documents; and
  - (ii) other Encumbrances expressly permitted under the terms of the Finance Documents; or
- (b) dispose of any of its assets except to the extent and in the manner expressly permitted under the Finance Documents.

## 8.3 No prejudicial action and maintenance

- (a) No Company shall do or permit to be done anything which could reasonably be expected to prejudice the Security.
- (b) Each Company shall:
  - (i) keep or cause to be kept all the Secured Assets in good working order and condition (fair wear and tear arising from the use of the Secured Assets in the ordinary course of its business excepted); and
  - (ii) ensure that representatives of the Lender (with or without surveyors, workmen or others) are able at all reasonable times and on reasonable notice to view the condition of any of the Secured Assets.

## 9 MATERIAL CONTRACTS

### 9.1 Documents

Each Company will deliver to the Lender promptly following execution of the same such documents relating to the Material Contracts as the Lender may reasonably require.

### 9.2 No amendments

No Company will:

- (a) amend, supplement, supersede or waive any provision of any Material Contract, exercise any right to rescind, cancel or terminate any Material Contract or release any counterparty from any obligations under any Material Contract; or
- (b) waive any breach by any counterparty or consent to any act or omission which would otherwise constitute such a breach,

except as permitted by the terms of the other Finance Documents.

### 9.3 Performance

Each Company will:

- (a) duly and promptly perform its obligations and, unless the Lender shall otherwise require, diligently pursue its rights and remedies under each Material Contract; and
- (b) notify the Lender of any material breach of or default under a Material Contract by it or any other party and any right that arises entitling it or any other party to terminate or rescind a Material Contract, promptly on becoming aware of the same.

### 9.4 Restriction on dealing

Without prejudice and in addition to Clause 8.2 (Negative pledge and disposals), no Company will assign, transfer, charge or otherwise deal with or dispose of any Material Contract or any of its rights, title, interest and benefits in, to and in respect of any Material Contract.

## 10 INVESTMENTS

### 10.1 Deposit of certificates

Each Company will:

- (a) on the date of this Deed in respect of the Shares specified in Schedule 2 (Details of Certain Assets) (or on the date of any Accession Deed in respect of the Shares specified in the Schedule to that Accession Deed, as the case may be), and on the date of acquisition in respect of any additional Shares deliver to the Lender (i) the share certificates and (ii) stock transfer forms (duly executed in blank by or on behalf of each Company or its nominee as appropriate); and
- (b) on the date of this Deed (or on the date of any Accession Deed, as the case may be), or if later, on the date of acquisition of any Investment:
  - (i) deposit with the Lender (or as the Lender may direct) all other certificates and documents of title or evidence of ownership in relation to such Investments and any Related Rights; and
  - (ii) execute and deliver to the Lender all such other transfer forms and documents as may be requested by the Lender in order to enable the Lender (or its nominee) to become registered as the owner, or otherwise obtain legal title to such Investments and Related Rights.

## 10.2 Not prejudice

Without prejudice and in addition to Clause 8.3 (No prejudicial action and maintenance), no Company shall, by the exercise of any voting rights or otherwise, permit or agree to:

- (a) any variation of the rights attaching to or conferred by all or any part of its Investments, or
- (b) any increase in the issued share capital of any company whose shares are charged pursuant to this Deed (or Accession Deed, as the case may be); or
- (c) any other matter,

in each case which, in the opinion of the Lender would, or would be reasonably likely to, impair the value of, or prejudice the ability of the Lender to realise, the Security or otherwise prejudice the interests of the Lender under any Finance Document.

## 10.3 Calls and other payments

Each Company shall pay when due all calls or other requests for payments made in respect of any of its Investments and the Related Rights but if any Company fails to make any such payment, the Lender may (but shall not be obliged to) make such payment on behalf of such Company and if the Lender does so, the relevant Company shall promptly on demand of the Lender pay to the Lender an amount equal to such payment.

## 10.4 Notices

Each Company shall, promptly upon receipt by it, deliver to the Lender copies of any notices, reports, accounts, statements, circulars or any other documents relating to any of its Investments or the Related Rights.

## 10.5 Rights before Security enforceable

Unless and until the Security has become enforceable, each Company shall continue to be entitled:

- (a) to receive and retain all dividends, interest and other monies arising from the Investments and the Related Rights; and
- (b) subject to Clause 10.2 (Not prejudice), to exercise all voting rights in relation to the Investments.

## 10.6 Rights after Security enforceable

At any time after the Security has become enforceable, the Lender may at its discretion (in the name of each relevant Company or otherwise and without any further consent or authority from any Company):

- (a) complete all stock transfer forms and other documents of title then held by the Lender pursuant to this Deed (or Accession Deed, as the case may be) in the name of the Lender (or its nominee) and each Company shall extend the

fullest co-operation to the Lender to secure the prompt registration of such transfer and the prompt issue of a new certificate or certificates for the relevant Investments in the name of the Lender (or its nominee);

- (b) exercise (or refrain from exercising) any voting rights in respect of any Company's Investments and all other powers and rights conferred on or exercisable by a legal or beneficial owner of the Investments;
- (c) apply all dividends, interest and other monies arising from or pursuant to any Company's Investments as if they were proceeds of sale under this Deed; and
- (d) exercise or refrain from exercising the rights of a legal owner of the Investments, including the right, in relation to any company whose shares or other securities are included in the Investments, to concur or participate in:
  - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
  - (ii) the realisation, modification or variation of any rights or liabilities attaching to any such shares or securities; and
  - (iii) the exercise, renunciation or assignment of any right to subscribe for any such shares or securities,

in each case in such manner and on such terms as the Lender may think fit.

## **11 INTELLECTUAL PROPERTY**

### **11.1 Notification**

Each Company will promptly notify the Lender of:

- (a) details of all Registered Intellectual Property (including applications for registration) granted to or filed by or on behalf of that Company that come into existence after the date of this Deed (or Accession Deed, as the case may be); and
- (b) any existing or future contract for it to acquire (by licence or otherwise) any Intellectual Property.

### **11.2 Protection**

Each Company will:

- (a) make such applications for patents and for registration of designs, trade marks or service marks and pay such application, search, translation, registration and renewal fees, and similar amounts as are necessary fully to protect and to keep in force all of its Intellectual Property; and

- (b) take such steps as may be necessary (including, without limitation, the institution of legal proceedings) to prevent third parties infringing any of its Intellectual Property (including but not limited to the Registered Intellectual Property set out in Schedule 2 (Details of Certain Assets), any Registered Intellectual Property set out in the Schedule to any Accession Deed (if any) and the Intellectual Property assigned to the Lender under paragraph (c) of Clause 5.1 (Assignments)).

### 11.3 Not prejudice

Without prejudice and in addition to Clause 8.3 (No prejudicial action and maintenance), no Company will without the prior written consent of the Lender:

- (a) sell, assign, transfer, license, mortgage or otherwise dispose of or encumber all or any part of its Intellectual Property; or
- (b) permit any such Intellectual Property to be abandoned or cancelled, to lapse or to be liable to any claim of revocation for non-use or otherwise.

### 11.4 Registration

In respect of (a) the Registered Intellectual Property specified in Schedule 2 (*Details of Certain Assets*) and (b) any future Registered Intellectual Property granted to the Company at any time after the date of this Deed (or Accession Deed, as the case may be), in each case, against which this Deed may be recorded, each Company shall promptly file with the patent or other intellectual property office in the jurisdiction where such Registered Intellectual Property is registered or has been applied for such form (together with the payment of any required fee) as is necessary properly to register the existence of this Deed and the rights and interests created by it within any applicable time periods. For the avoidance of doubt, all costs incurred by either a Company or the Lender (including but not limited to official fees and legal fees) in connection with such registrations and recordings shall be borne by the Companies.

## 12 REAL PROPERTY

Each Company shall:

- (a) keep or cause to be kept in good and substantial repair, decoration and good working order all buildings and erections on its Real Property and other plant, machinery, implements and other effects for the time being owned by it and where necessary replace the same with items of similar quality and value;
- (b) ensure that the Lender or any authorised representative of the Lender is able at all reasonable times, and on receipt of reasonable notice, to inspect and enter into or onto (as the case may be) any of its Real Property;
- (c) not fix or permit the affixing of any property to any of its Real Property which property is not itself a Secured Asset;
- (d) duly and punctually perform and at all times observe all covenants and stipulations (restrictive or otherwise) affecting all or any part of its Real Property and indemnify the Lender in respect of any breach thereof (or if the lessor and, to the extent necessary, ensure that all such matters to be

complied with by any third party are so complied with) and not do or suffer to be done any act or thing whereby any lease or leases comprising such Real Property may become liable to forfeiture or otherwise be determined or agree any variation, surrender or termination thereof without the prior written consent of the Lender;

- (e) promptly notify the Lender in writing upon the acquisition by any Company of any Real Property after the date of this Deed (or Accession Deed, as the case may be) and of any Encumbrance existing in respect of any Real Property acquired by it after the date of this Deed (or Accession Deed, as the case may be) and, on demand of the Lender and at the cost of the relevant Company, execute and deliver to the Lender a charge by way of legal mortgage (or such other security as the Lender may require) in favour of the Lender of any Real Property and all Fixtures relating thereto which becomes vested in it after the date of this Deed (or Accession Deed, as the case may be) to secure the payment or discharge of the Secured Obligations in such form as the Lender may require; in the case of any leasehold property in relation to which the consent of the landlord is required in order for the relevant Company to perform any of the foregoing obligations, that Company shall use its reasonable endeavours to obtain such consent promptly and shall notify the Lender in writing upon receipt of such consent;
- (f) use its Real Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts;
- (g) not without the prior written consent of the Lender, carry out or permit to be carried out on any part of its Real Property any development (within the meaning of that expression in the Planning Acts and being a development in respect of which the permission of the local planning authority is required) or make any application for planning permission;
- (h) not, without the prior written consent of the Lender:
  - (i) grant or agree to grant or otherwise suffer to be created (whether in exercise or independently of, any statutory power) any lease, tenancy, contractual licence or interest to occupy or permit to assign, underlet or part with possession of all or any part of its Real Property;
  - (ii) accept a surrender of any lease, tenancy, contractual licence or interest to occupy;
  - (iii) agree any reduction in the rent payable to it or release, defer, waive or vary any obligation under, or the terms of, or exercise any option or power to break, determine or extend any lease;
  - (iv) commence any forfeiture proceedings in respect of any lease;
  - (v) agree to any rent review in respect of any lease;
  - (vi) consent to any assignment of any tenant's interest under any lease; or

- (vii) grant any sublease or confer upon any person any contractual licence or right to occupy all or any part of its Real Property;
- (i) in respect of any Real Property which is acquired after the date of this Deed (or Accession Deed, as the case may be) by or on behalf of any Company, the title to which is or is required to be registered at the Land Registry under the Land Registration Act 2002, promptly notify the Lender of the title number(s), make the necessary application to the Land Registry for the registration of the relevant Company as the Registered Proprietor thereof, and contemporaneously with the making of such application to the Land Registry, apply to the Chief Land Registrar to enter an agreed notice in respect of the legal mortgage referred to in paragraph (e) above in the charges register and to enter the restriction set out in Clause 31 (The Land Registry) (as repeated in the said legal mortgage) in the Proprietorship Register in each case in respect of each such registrable title, and shall procure that each such notice and each such restriction is so entered;
- (j) deposit with the Lender (who shall be entitled to hold the same during the Security Period) (i) all deeds and documents of title relating to its Real Property (whenever acquired by the Company), (ii) all Local Land Charges, Land Charges and Land Registry Search Certificates and similar documents received by or on behalf of the relevant Company within the three months immediately prior to the date of this Deed or, in the event any Real Property is acquired after the date of this Deed, within the three months prior to the acquisition of such Real Property and (iii) any leases and agreements for lease granted by or to the Company from time to time;
- (k) grant the Lender, or its lawyers on request, all facilities within the power of the relevant Company to enable such lawyers to carry out investigations of title of all or any part of the Real Property of any Company which is or may become subject to this Security, and enquiries into such matters in connection therewith as would usually be carried out by a prudent mortgagee; all such investigations and enquiries shall be at the expense of the relevant Company;
- (l) not, without the prior written consent of the Lender, enter into any negotiations with any competent authority with regard to the compulsory acquisition of any of its Real Property or consent to the compulsory acquisition of any of its Real Property, and, if so requested by the Lender, permit the Lender or its authorised representatives to conduct such negotiations or to give such consent on the relevant Company's behalf; or
- (m) within 14 days after the receipt by any relevant Company of any application, requirement, order or notice served or given by any public, local or other authority with respect to any of the Real Property (or any part of it) deliver a copy to the Lender and inform the Lender of the steps taken or proposed to be taken to comply with the relevant requirement;
- (n) if any Company fails to observe or perform any undertaking affecting any of the Real Property (or any part of it), allow the Lender or its agents and contractors to:
  - (i) enter into any part of the Real Property;

- (ii) comply with or object to any notice served on any Company in respect of the Real Property; and
- (iii) take any action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice,

and the relevant Company shall immediately on request by the Lender pay the costs and expenses of the Lender or its agents and contractors incurred in connection with any action taken by it under this paragraph (n); and

- (o) perform all its obligations under any law or regulation in any way related to or affecting the Real Property.

### **13 FURTHER ASSURANCE**

Each Company shall from time to time and at its own expense, give all such assurances and do all such things as the Lender may require or consider desirable to enable the Lender to perfect, preserve or protect the Security or the priority of the Security or to exercise any of the rights conferred on the Lender by this Deed or by law and to that intent each Company shall execute all such instruments, deeds and agreements, obtain all consents, approvals and other authorisations necessary to create legally and validly, without any breach of contract or duty, the fixed charges and to effect the assignments envisaged under Clauses 4 (Fixed charges) and 5 (Assignments) respectively, and shall give all such notices and directions as the Lender may consider expedient.

### **14 POWER TO REMEDY**

Without prejudice to the Lender's rights under Clause 8 (General undertakings), if any Company fails to comply with any of its obligations in relation to any of its assets under this Deed, or the Lender reasonably considers that any Company has failed to comply with any such obligations, the Lender may, if it thinks fit (but without any obligation) take such steps as it deems appropriate to remedy such failure (including, without limitation, the carrying out of repairs, the putting in place of insurance or the payment of costs, charges or other expenses) and the relevant Company will co-operate with and will grant the Lender or its agents or contractors such access as the Lender may require to the relevant assets or otherwise in order to facilitate the taking of such steps.

### **15 ENFORCEMENT OF SECURITY**

#### **15.1 Security enforceable**

The Security shall become immediately enforceable:

- (a) on demand by the Lender;
- (b) if any Company requests the Lender to appoint an administrator pursuant to Schedule B1 of the Insolvency Act 1986 or a Receiver;
- (c) if so requested by any Company; or

- (d) any corporate action or other steps are taken or legal proceedings are started by or in respect of in respect of any Company with a view to the appointment of an administrator pursuant to Schedule B1 of the Insolvency Act 1986.

## **15.2 Enforcement**

At any time after the Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Security and exercise any of the rights conferred on it by this Deed or by law at such times and in such manner as it thinks fit.

## **15.3 Rights of a Company on enforcement**

Upon the Security becoming enforceable, no Company may, without the prior written consent of the Lender, withdraw any monies from any Account, compromise, compound, vary, discharge, postpone or release any of its rights to receive monies or otherwise waive any rights of action in relation thereto or do or omit to do anything which may delay or prejudice the full recovery thereof other than, save to the extent the Lender otherwise instructs the relevant Company in writing, (i) granting extensions to normal trade credit in accordance with its reasonable and (ii) in the circumstances then prevailing, prudent management of its debtors on a normal commercial basis.

## **15.4 Power of sale**

At any time after the Security has become enforceable, the Lender may (without notice to any Company) sell or otherwise dispose of the Secured Assets or any of them and shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in this Deed.

## **15.5 Statutory powers**

For the purposes of all powers implied by statute, the Secured Obligations shall be deemed to have become due and payable on the date of this Deed.

## **15.6 Law of Property Act**

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed or to any exercise by the Lender of its right to consolidate mortgages or its power of sale. The statutory powers of leasing conferred on the Lender shall be extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant such options as the Agent shall think fit and without the need to comply with any of the provisions of Sections 99 and 100 of the Law of Property Act 1925, and Clause 15.2 (Enforcement) shall operate as a variation and extension of Section 101 of such Act.

## **15.7 Appropriation of financial collateral**

To the extent that the Secured Assets constitute "financial collateral" and this Deed constitutes a "security financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226)), the Lender may appropriate all or any part of the Secured Assets in or towards satisfaction of the

Secured Obligations, the value of the property so appropriated being the amount standing to the credit of the relevant Account (where the property is the benefit of an Account) or (in any other case) such amount as the Lender shall determine in a commercially reasonable manner.

## **16 ADMINISTRATORS AND RECEIVERS**

### **16.1 Appointment of administrator**

At any time after the Security has become enforceable, the Lender may appoint an administrator pursuant to the power contained in paragraph 14 of Schedule B1 to the Insolvency Act 1986.

### **16.2 Appointment of Receivers**

At any time after the Security has become enforceable or if any Company requests it to do so, the Lender may, by written instrument and without notice to the relevant Company, appoint any one or more persons as Receiver of such part of the Secured Assets as may be permitted by law.

### **16.3 Status of Receivers**

Each Receiver shall:

- (a) be entitled to act individually as well as jointly with any other person appointed as Receiver; and
- (b) for all purposes be deemed to be the agent of the relevant Company (and no Receiver shall at any time act as agent for the Lender) and shall as such agent be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925.

### **16.4 Powers of a Receiver**

- (a) Every Receiver appointed pursuant to Clause 16.2 (Appointment of Receivers) shall have and be entitled to exercise all of the powers set out in paragraph (b) below in addition to (i) all the powers conferred by the Law of Property Act 1925 (as extended by this Deed) on any receiver appointed under such Act and (ii) (whether or not such Receiver is an administrative receiver) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986.
- (b) The powers referred to in the first sentence of paragraph (a) above are:
  - (i) to take immediate possession of, get in and collect all or any part of the Secured Assets over which he is appointed;
  - (ii) to carry on the business of the relevant Company insofar as it relates to the Secured Assets over which he is appointed as it may think fit, including the entering into of contracts and the repudiation, rescission or variation of any contract to which the relevant Company is a party, and the acquisition or hiring of assets;

- (iii) to make and effect all repairs and insurances and do all other acts which the relevant Company might do in the ordinary course of its business or is obliged to do under the terms of this Deed whether for the protection or for the improvement of the Secured Assets over which he is appointed and to commence and/or complete any building operations on the relevant Company's Real Property over which he is appointed and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as it may in his absolute discretion think fit;
- (iv) to appoint, discharge and vary the terms of employment or other engagement of managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as it may think proper;
- (v) for the purpose of exercising any of the powers, authorities and discretions conferred on it by or pursuant to this Deed and/or of defraying any costs, charges, losses or expenses (including remuneration) which shall be incurred by it in the exercise thereof or for any other purpose, to raise and borrow money either unsecured or on the security of all or any part of the Secured Assets over which he is appointed either in priority to the Security or otherwise and generally on such terms and conditions as it may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;
- (vi) to sell, lease, exchange, grant options or licences over, convert into money and realise or otherwise deal with, all or any part of the Secured Assets over which he is appointed by public auction or private contract and generally in such manner and on such terms as it shall think proper. Without prejudice to the generality of the foregoing, it may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as it may think fit. Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Company;
- (vii) to let all or any part of the Real Property over which he is appointed for such term and at such rent (with or without a premium) as it may think proper and to accept a surrender of any lease or tenancy thereof on such terms as it may think fit (including the payment of money to a lessee or tenant on a surrender);
- (viii) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Company or relating in any way to the Secured Assets over which he is appointed or any part thereof;

- (ix) to bring, prosecute, enforce, defend and abandon any actions, suits and proceedings in relation to the Secured Assets over which he is appointed or any part thereof as may seem to it to be expedient;
- (x) to give valid receipts for all moneys and execute all assurances and things which it may think proper or desirable for realising the Secured Assets over which he is appointed;
- (xi) to form a Subsidiary or Subsidiaries of the relevant Company (whether by acquisition or otherwise) and to supervise and manage the same and to transfer or otherwise dispose to any such Subsidiary all or any part of the Secured Assets over which he is appointed;
- (xii) to make or require the directors of the relevant Company to make calls upon the holders of share capital in that Company and to enforce payment of any unpaid calls as it sees fit;
- (xiii) to enter into or otherwise grant guarantees, indemnities or otherwise incur obligations in respect of the liabilities of third parties and to make payments due in relation to the same; and
- (xiv) to do all such other acts and things as it may consider desirable or necessary for realising all or any part of the Secured Assets over which he is appointed or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed; to exercise in relation to all or any part of the Secured Assets over which he is appointed all such powers, authorities and things as it would be capable of exercising if it were the absolute beneficial owner of the same; and to use the name of the relevant Company for all or any of such purposes.

## **16.5 Removal and remuneration**

- (a) The Lender may whenever it may deem it expedient (and so far as it is lawfully able), by written instrument (i) remove any Receiver appointed by it and (ii) appoint a new Receiver in the place of any Receiver whose appointment has been terminated and may from time to time fix the remuneration of any Receiver appointed by it without the limitations imposed by Section 109 of the Law of Property Act 1925.
- (b) The relevant Company shall be solely responsible for the payment of the remuneration of any Receiver appointed pursuant to this Deed.

## **16.6 Lender's rights**

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Deed (either expressly or impliedly) upon a Receiver in respect of the Secured Assets may, after the Security has become enforceable, be exercised by the Lender in relation to the whole or any part of the Secured Assets irrespective of whether or not a Receiver of all or any part of such Secured Assets has been appointed.

## **17 APPLICATION OF PROCEEDS**

Any moneys held or received by the Lender or by any Receiver under or pursuant to this Deed shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied by the Lender or by such Receiver at such times as the Lender or the Receiver considers expedient, in the following order of priority:

- (a) in or towards payment of all costs, charges, expenses and remuneration incurred by or payable to any Receiver;
- (b) in or towards payment of all other Secured Obligations; and
- (c) after the end of the Security Period, in payment of the surplus (if any) to the Companies or such other person as may be entitled thereto.

## **18 POWER OF ATTORNEY**

### **18.1 Appointment**

By way of security for the performance of its obligations under this Deed, each Company irrevocably appoints the Lender and any Receiver (and their respective delegates and sub-delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which that Company is obliged to do under the terms of this Deed or which such attorney considers necessary or desirable in order to exercise the rights conferred on it by or pursuant to this Deed or by law.

### **18.2 Ratification**

Each Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Deed shall do in its capacity as such.

## **19 PROTECTION OF LENDER AND RECEIVERS**

### **19.1 No liability as mortgagee in possession**

Neither the Lender nor any Receiver shall, by reason of it or such Receiver entering into possession of all or any part of the Secured Assets or taking any action permitted by this Deed, be liable to account as mortgagee in possession or otherwise be liable for any loss of any kind or for any default or omission for which a mortgagee in possession might be liable.

### **19.2 Receivers and mortgagees**

Each Receiver and the Lender shall be entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 (as extended by this Deed) on mortgagees and receivers when such receivers have been duly appointed thereunder and the relevant Company alone shall be responsible for the Lender's and each Receiver's contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by either of them and neither shall incur any liability therefor (either to any Company or to any other person).

## **20 PROTECTION OF THIRD PARTIES**

No purchaser, mortgagee or other person or company dealing with the Lender or any Receiver or the agents of any of them shall have any need to enquire whether the Secured Obligations have become due and payable, or whether any power which the Lender or any Receiver is purporting to exercise has become exercisable or whether any of the Secured Obligations remains outstanding nor to have regard to the application of any money paid to the Lender or to such Receiver.

## **21 DELEGATION BY LENDER**

The Lender may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Lender under this Deed in relation to all or any part of the Secured Assets. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as the Lender may think fit. The Lender shall not be in any way liable or responsible to any Company for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

## **22 REDEMPTION OF PRIOR MORTGAGES**

The Lender may, at any time after the Security has become enforceable, redeem any prior Encumbrance over all or any part of the Secured Assets or procure the transfer of such Encumbrance to itself and may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Companies. All principal moneys, interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Companies to the Lender on demand.

## **23 RELEASE OF THE SECURITY**

### **23.1 Release of Secured Assets**

After the end of the Security Period, the Lender shall, at the request and cost of the Companies, execute all such documents and do such other things as may be required to release the Secured Assets from the Security and procure the reassignment to the relevant Companies of the property and assets assigned to the Lender pursuant to this Deed, in each case subject to Clause 29.2 (Potentially avoided payments) and without recourse to or any representation or warranty by or from the Lender.

### **23.2 Re-assignment of Intellectual Property**

All Intellectual Property assigned to the Lender under paragraph (c) of Clause 5.1 (Assignments) shall, at the end of the Security Period without recourse or warranty, be re-assigned unconditionally to the relevant Companies and this Clause 23.2 shall operate as an assignment of such Intellectual Property effective as of the date of the end of the Security Period.

## **24 PAYMENTS**

### **24.1 Grossing up**

All payments by the Companies under this Deed shall be made free and clear of, and without deduction for or on account of, Tax except, in the latter case, to the extent that a Company is required by law to make payment subject to Tax. If any Tax or amounts in respect of Tax must be deducted, or any other deductions must be made, from any amounts payable or paid by a Company, or paid or payable by the Lender to the Lender, under this Deed, the relevant Company shall pay such additional amounts as may be necessary to ensure that the relevant Lender receives a net amount equal to the full amount which it would have received had payment not been made subject to Tax.

### **24.2 No set-off**

All payments by the Companies under this Deed shall be made free and clear of and without deduction for or on account of any set-off or counterclaim.

### **24.3 Manner of payment**

Each payment made by the Companies under this Deed shall be paid in the manner in which payments are to be made by the Companies under Facility Agreements.

## **25 COSTS AND EXPENSES**

### **25.1 Transaction costs**

The Companies shall from time to time within three Business Days of demand reimburse the Lender on a full indemnity basis for all costs and expenses (including legal fees), incurred by, or any remuneration payable to, the Lender in connection with the negotiation, preparation, execution and perfection of this Deed and the implementation of the arrangements contemplated in this Deed.

### **25.2 Preservation and enforcement costs**

The Companies shall, from time to time within three Business Days of demand by the Lender, reimburse the Lender on a full indemnity basis for all costs and expenses (including legal fees) incurred in or in connection with the preservation and/or enforcement of any of the rights of the Lender under this Deed.

### **25.3 Taxes**

The Companies shall promptly pay all stamp, registration, documentary and other Taxes, including any penalties, fines, supplements, surcharges or interest relating to such Taxes, to which this Deed or any judgment given in connection with this Deed is or at any time may be subject and shall from time to time on demand of the Lender indemnify the Lender against any liabilities, costs, claims and expenses (including legal fees) resulting from any failure to pay or any delay in paying any such Tax.

## **25.4 Indemnity**

The Companies shall indemnify and hold harmless the Lender and any and every Receiver on demand from and against any and all costs, claims, losses, expenses (including legal fees) and liabilities, and any VAT thereon, which the Lender or a Receiver may incur as a result of the occurrence of any Event of Default, the enforcement of the Security or the exercise or enforcement by the Lender or a Receiver of any of the rights conferred on it or them by this Deed or by law.

## **25.5 Value added tax**

- (a) All amounts expressed to be payable under this Deed by the Companies to the Lender shall be exclusive of any VAT. If VAT is chargeable on any supply made by the Lender to a Company under this Deed (whether that supply is taxable pursuant to the exercise of an option or otherwise), that Company shall pay to the Lender (in addition to and at the same time as paying that consideration) an amount equal to the amount of the VAT as further consideration.
- (b) No payment or other consideration to be made or furnished to any Company pursuant to or in connection with this Deed may be increased or added to by reference to (or as a result of any increase in the rate of) any VAT which shall be or may become chargeable in respect of any taxable supply.
- (c) Where this Deed requires any party to reimburse the Lender for any costs or expenses, that party shall also pay any amount of those costs or expenses incurred referable to VAT charged thereon.

## **26 ASSIGNMENTS, TRANSFERS AND ADDITIONAL COMPANIES**

### **26.1 The Companies' rights**

None of the rights and benefits of a Company under this Deed shall be capable of being assigned or transferred and each Company undertakes not to seek to assign or transfer all or any of such rights and benefits.

### **26.2 The Lender's rights**

The Lender may assign or transfer all or any of its rights and benefits under this Deed without the consent of any Company.

### **26.3 Accession by additional Companies**

- (a) Entertainment Alliance (UK) Limited shall procure that each Subsidiary of a Company that is required by the Lender to grant security for the Secured Obligations shall, as soon as it is required to do so, become party to this Deed as a Company by executing and delivering to the Lender an Accession Deed together with such corporate formalities and other documentation as the Lender may reasonably require.
- (b) On the date on which an Accession Deed is delivered, the New Company (as defined in the relevant Accession Deed) that has executed it shall become a party to this Deed in the capacity of a Company and this Deed shall be read

and construed as if the New Company (as defined in the relevant Accession Deed) had been an original party to this Deed as a Company (but so that the Security created by that New Company shall be created on the date of the Accession Deed), and the other Companies shall assume the same obligations in respect of the New Company as if it were an original party to this Deed.

## **26.4 Companies' Agent**

- (a) Each Company:
  - (i) irrevocably appoints the Companies' Agent to execute on its behalf each Accession Deed; and
  - (ii) authorises the Lender to agree any changes to the form or manner in which any New Company (as defined in the relevant Accession Deed) gives security for the Secured Obligations (including acceptance of a limit on the liability of that company) which is in the reasonable opinion of the Lender necessary in order that such security may lawfully be given.
- (b) The Companies' Agent shall procure that all registrations and other steps necessary to perfect or protect the security created or to be created pursuant to any Accession Deed are completed as soon as practicable after the date of its execution and in any event with any applicable time limit.
- (c) Each of the Parties appoints the Lender to receive on its behalf each Accession Deed delivered to the Lender and the Lender shall, as soon as reasonably practicable after receipt by it, sign and accept the same if it appears on its face to have been completed, executed and, where applicable, delivered in the form contemplated by this Deed.

## **27 REMEDIES AND WAIVERS**

No failure by the Lender to exercise, nor any delay by the Lender in exercising, any right or remedy under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

## **28 SET-OFF**

### **28.1 Right to set-off**

The Lender may (to the extent that the same is beneficially owned by it), but shall not be obliged to, set off its rights in respect of any matured Secured Obligation against any matured obligation owed by the Lender to any Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of effecting such set-off.

## 29 ADDITIONAL PROVISIONS

### 29.1 Partial invalidity

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect or any or all of the Security is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Deed or the effectiveness in any other respect of such Security; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of such Security under the laws of any other jurisdiction.

### 29.2 Potentially avoided payments

If the Lender determines that an amount paid to the Lender under any Finance Document is capable of being avoided, reduced or otherwise set aside on the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Deed, such amount shall be regarded as not having been paid and the liability of each relevant Company under this Deed and the Security shall continue.

### 29.3 Currency conversion

In order to apply any sum held or received by the Lender or a Receiver in or towards payment of the Secured Obligations, the Lender or such Receiver may purchase an amount in another currency and the rate of exchange to be used shall be that at which, at such time as it considers appropriate, the Lender or such Receiver is able to effect such purchase.

### 29.4 Currency indemnity

If any sum due from a Company under this Deed or any order or judgment given or made in relation to this Deed has to be converted from the currency (the "**first currency**") in which the same is payable under this Deed or under such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against that Company, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to this Deed, the relevant Company shall indemnify and hold harmless the Lender from and against any loss it suffers or incurs as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which the Lender may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

### 29.5 Rights cumulative

The rights and remedies provided by this Deed are cumulative and not exclusive of any rights or remedies provided by law.

## **29.6 Unfettered discretion**

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Lender or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

## **30 NOTICES**

### **30.1 Communications in writing**

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by email, fax or letter.

### **30.2 Addresses**

The address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below (or in any relevant Accession Deed) or any substitute address or department or officer as the party may notify to the other by not less than five Business Days' notice.

### **30.3 Delivery**

Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) If by email, when transmitted to the recipient;
- (b) if by way of fax, when received in legible form; or
- (c) if by way of letter, when it has been left at the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 30.2 (Addresses), if addressed to that department or officer.

### **30.4 Delivery to Lender**

Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

### **30.5 Deemed receipt**

Any communication or document which becomes effective, in accordance with Clauses 30.1 to 30.4 above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

### 31 THE LAND REGISTRY

In respect of the Real Property specified in Schedule 2 (Details of Certain Assets) the title to which is registered at the Land Registry and in respect of any other registered title(s) against which this Deed may be noted, each Company hereby undertakes to make or procure that there is made a due and proper application to the Land Registry (with the Lender's consent as proprietor of the relevant registered charge):

- (a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto:

"No disposition or dealing 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 a written consent signed by the proprietor for the time being of the charge dated [*insert date*] in favour of Stone River Investments Ltd referred to in the charges register or their conveyancer."

- (b) to enter a note of the obligation to make further advances by the Lender on the charges register of any registered land forming part of the Secured Assets; and
- (c) to note this Deed on the charges register.

### 32 GOVERNING LAW

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

### 33 ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- (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) This Clause 33 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

### 34 COUNTERPARTS AND EFFECTIVENESS

#### 34.1 Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Transmission of an executed counterpart of this letter by fax or e-mail shall constitute effective delivery of that counterpart.

### **34.2 Effectiveness**

This Deed is intended to be a deed even if any party's execution is not in accordance with the formalities required for the execution of deeds. This Deed shall take effect and be delivered as a deed on the date on which it is stated to be made.

**This document has been executed as a deed by each Company and has been signed on behalf of the Lender and is delivered and takes effect on the date stated at the beginning of it**

**SCHEDULE 1**  
**The Original Companies**

<b>Company Name</b>	<b>Registered Number</b>
Entertainment Alliance (UK) Limited	09094922
Market Place Solutions Worldwide LLP	OC385412

**SCHEDULE 2**  
**Details of Certain Assets**

**Part 1**

**Real Property**

None as at the date of this Deed.

**Part 2****Registered Intellectual Property**

<b>Charging Company</b>	<b>Domain Name</b>

**Part 3****Shares**

<b>Charging Company</b>	<b>Company Name and Number</b>	<b>Share Type</b>	<b>Number of Shares</b>
-------------------------	------------------------------------	-------------------	-----------------------------

## **Part 4**

### **Material Contracts**

None as at the date of this Deed.

**Part 5**  
**Charged Accounts**

None as at the date of this Deed.

## SCHEDULE 3 Form of Accession Deed

**DATE OF ACCESSION DEED** [• ]

### PARTIES

- (1) [• ] **LIMITED** (a company incorporated in [England and Wales] with registered number [• ]) as new company (the "**New Company[ies]**")
- (2) [• ] **LIMITED** (a company incorporated in [England and Wales] with registered number [• ]) (the "**Companies' Agent**") for itself and as agent for and on behalf of each of the existing Companies
- (3) [• ] (the "**Lender**")

### BACKGROUND

This Deed is supplemental to a debenture dated [•] between, among others, (1) the Companies' Agent, (2) the Original Companies named therein and (3) the Lender, as supplemented and amended from time to time (the "**Debenture**").

### THIS DEED WITNESSES THAT:

#### 1 INTERPRETATION

##### 1.1 Definitions and construction

Terms defined (or expressed to be subject to a particular construction) in the Debenture shall have the same meanings (or be subject to the same construction) when used in this Deed.

##### 1.2 Effect as a deed

This Accession Deed is intended to take effect as a Deed notwithstanding that the Lender may have executed it under hand only.

#### 2 ACCESSION OF NEW COMPANY TO GUARANTEE AND DEBENTURE

##### 2.1 Accession

[The/Each] New Company agrees to be bound by all of the terms of the Debenture and to perform all the obligations of a Company under the Debenture with effect from the date of this Deed as if it had been an original party to the Debenture in the capacity as a Company.

##### 2.2 Covenant to pay

[The/Each] New Company agrees, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations promptly on demand of the Lender.

## 2.3 Companies' Agent

The Companies' Agent (on behalf of itself and the other Companies which are parties to the Debenture) hereby agrees to the accession of [the/each] New Company.

## 3 FIXED CHARGES

[The/Each] New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Lender:

- (a) by way of first legal mortgage, all of the Real Property (if any) specified in Part 1 of the Schedule hereto and all other Real Property now vested in the New Company;
- (b) by way of first fixed charge all its present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4 (Assignments) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice):
  - (i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licences) vested in, or acquired by, it;
  - (ii) to the extent not effectively charged pursuant to paragraph (a) or (b)(i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the New Company's stock-in-trade or work in progress) owned by the New Company or (to the extent of such interest) in which the New Company has an interest and the benefit of all contracts and warranties relating to the same;
  - (iii) all Charged Accounts;
  - (iv) all Investments and all Related Rights;
  - (v) the Insurances and all Related Rights;
  - (vi) to the extent that the same do not fall within any other sub-paragraph of this paragraph (b), the Material Contracts and all Related Rights;
  - (vii) any pension fund (to the extent permitted by law);
  - (viii) all Authorisations (statutory or otherwise) held in connection with the business of the New Company or the use of any asset of the New Company and the right to recover and receive all compensation which may at any time become payable to it in respect of the same;
  - (ix) all goodwill and uncalled capital of the New Company; and

- (x) all of the Registered Intellectual Property (if any) specified in the Schedule hereto and all other Registered Intellectual Property Rights of the New Company.

#### 4 ASSIGNMENTS

Subject to Clause 5.2 (Non-assignable rights) of the Debenture, [the/each] New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Lender all its present and future right, title and interest in and to and the benefit of:

- (a) the Insurances and all Related Rights;
- (b) all the Material Contracts and all Related Rights; and
- (c) to the extent not charged under the provisions of paragraph (x) of Clause 3 (Fixed charges), all Intellectual Property.

#### 5 FLOATING CHARGES

- (a) [The/Each] New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Lender by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 3 (Fixed charges) or effectively assigned pursuant to Clause 5 (Assignments).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 6.

#### 6 LAND REGISTRY

In respect of the Real Property specified in the Schedule hereto the title to which is registered at the Land Registry and in respect of any other registered title(s) against which this Deed may be noted, [the/each] New Company hereby undertakes to make or procure that there is made a due and proper application to the Land Registry (with the Lender's consent as proprietor of the relevant registered charge):

- (a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto:  
  
 "No disposition or dealing 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 a written consent signed by the proprietor for the time being of the charge dated [*insert date*] in favour of [*insert name of Lender*] referred to in the charges register or their conveyancer."
- (b) to enter a note of the obligation to make further advances by the Lender on the charges register of any registered land forming part of the Secured Assets; and
- (c) to note this Deed on the charges register.

## **7 POWER OF ATTORNEY**

### **7.1 Appointment**

By way of security for the performance of its obligations under this Deed, [the/each] New Company irrevocably appoints the Lender and any Receiver (and their respective delegates and sub-delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the New Company is obliged to do under the terms of this Deed and/or the Debenture or which such attorney considers necessary or desirable in order to exercise the rights conferred on it by or pursuant to this Deed and/or the Debenture or by law.

### **7.2 Ratification**

[The/Each] New Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Deed and/or the Debenture shall do in its capacity as such.

### **7.3 Sums recoverable**

All sums expended by the Lender or any Receiver under this Clause 7 shall be recoverable from [the/each] New Company under Clause 25 (Costs and expenses) of the Debenture.

## **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 30 (Notices) of the Debenture. [The/Each] New Company's address and fax number for any communication to be made or delivered under or in connection with this Deed and/or the Debenture is set out with its name below.

## **9 MISCELLANEOUS**

The provisions of Clauses 25 (Costs and expenses), 27 (Remedies and waivers), 29 (Additional provisions) and 34 (Counterparts and effectiveness) of the Debenture shall be deemed to be incorporated in full in this Deed as if references in those Clauses to "this Deed" were references to this Accession Deed.

## **10 GOVERNING LAW**

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

## **11 ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

- (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) This Clause 11 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

**This document has been executed as a deed by each Company and has been signed on behalf of the Lender and is delivered and takes effect on the date stated at the beginning of it.**

**SCHEDULE**  
**(to Accession Deed)**

**Part 1**  
**Real Property**

Company	Description	Title Number (Registered Land)
[•       ]	[•       ]	[•       ]

**Part 2**  
**Registered Intellectual Property Rights**

[•       ]

**Part 3**  
**Shares**

Charging Company	Company Name and Number	Share Type	Number of Shares	Share Certificate Number
[•       ]	[•       ]	[•       ]	[•       ]	[•       ]

**Part 4**  
**Material Contracts**

Parties	Description	Date
[•       ]	[•       ]	[•       ]

**Part 5**  
**Charged Accounts**

Charging Company	Account Number	Account Name	Account Maintained With
[•       ]	[•       ]	[•       ]	[•       ]

**SIGNATURES**  
**(TO ACCESSION DEED)**

*[Insert Execution Blocks to Accession Deed]*

**SIGNATURES****The Original Companies**

**EXECUTED** as a deed by DAVID STEVENS, a director for and on behalf of **ENTERTAINMENT ALLIANCE (UK) LIMITED** in the presence of:

**Witness**

Signature	:	
Name	:	Paul Stevens
Occupation	:	Founder, SVP Commercial
Address	:	

**Notices**


Address: C/O Hentons Northgate, 118 North Street, Leeds, West Yorkshire, LS2 7PN

Email: paulfitzgerald2201@gmail.com

Attention: The Directors

**EXECUTED** as a deed by JGP Sales Ltd (acting by its director PAUL FITZGERALD), a member for and on behalf of **MARKET PLACE SOLUTIONS WORLDWIDE LLP** in the presence of:

**Witness**

Signature	:	
Name	:	Debbie French
Occupation	:	Debbie French Sales and admin assistant
Address	:	

SPB

**Notices**

Address: Northgate, 118 North Street, Leeds, West Yorkshire, LS2 7PN

Email: paulfitzgerald2201@gmail.com

Attention: The Members

**The Lender**

**STONE RIVER INVESTMENTS LTD**

By:



Iain Doyle, director

**Notices**

Address: Unit C Nepshaw Lane South, Gildersome, Leeds, West Yorkshire, United Kingdom, LS27 7JQ

Email: Iain.Doyle@walkinvestments.co.uk

Attention: Iain Doyle