



Registration of a Charge

Company name: **BRIGHTON FILM SCHOOL HOLDINGS LIMITED**

Company number: **11260579**



X9YWKHZK

Received for Electronic Filing: **23/02/2021**

Details of Charge

Date of creation: **18/02/2021**

Charge code: **1126 0579 0002**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED AS SECURITY TRUSTEE**

Brief description: **NONE.**

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11260579

Charge code: 1126 0579 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th February 2021 and created by BRIGHTON FILM SCHOOL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2021 .

Given at Companies House, Cardiff on 24th February 2021

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

EXECUTION VERSION

Security Accession Deed**THIS SECURITY ACCESSION DEED** is made on 18 February 2021**BETWEEN:**

- (1) **THE COMPANIES** listed in schedule 1 (the "**New Chargors**"); and
- (2) **LUCID TRUSTEE SERVICES LIMITED** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 6 November 2020 between, inter alia, the Chargors named therein and the Security Agent (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:**1. INTERPRETATION****1.1 Definitions**

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGORS**2.1 Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to Pay

Subject to any limits on its liability specifically recorded in the Finance Documents, each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

2.3 Fixed Charges

Each New Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Material Property (including as specified in schedule 2 (Property)); and
- (b) by way of first fixed charge:

- (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;
- (ii) all Subsidiary Shares (including as specified in schedule 3(Subsidiary Shares));
- (iii) all Investments (other than the Subsidiary Shares);
- (iv) all Bank Accounts (including as specified in schedule 4 (Operating Accounts));
- (v) all Book Debts;
- (vi) all Intellectual Property (including as specified in schedule 5 (Intellectual Property));
- (vii) its goodwill and uncalled capital;
- (viii) to the extent not effectively assigned by clause 2.4 (Security Assignment):
 - (A) the Assigned Agreements (including as specified in schedule 6 (Assigned Agreements));
 - (B) the Insurances; and
 - (C) the Hedging Agreements,

but excluding, for the avoidance of doubt, its rights, title and interest in and to any (i) Excluded Property, (ii) Excluded Shares, (iii) Excluded Intellectual Property, (iv) Excluded Book Debts and/or (v) Excluded Assets, **provided that** in respect of any Excluded Property, Excluded Intellectual Property, Excluded Book Debts and Excluded Assets only, the relevant New Chargor has not been able to satisfy or obtain the relevant condition or waiver as set out in clauses 3.7 (Leases Restricting Charging), 3.8 (Intellectual Property Restricting Charging) 3.9 (Book Debts Restricting Charging) or 3.10 (Other Assets Restricting Charging) of the Debenture, respectively (as the case may be).

2.4 Security Assignment

As further security for the payment and discharge of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in schedule 6 (Assigned Agreements));
- (b) the Insurances; and
- (c) the Hedging Agreements,

but excluding, for the avoidance of doubt, its rights, title and interest in and to any Excluded Assets, provided that the relevant New Chargor has not been able to satisfy or obtain the relevant condition or waiver as set out in clause 3.10 (Other Assets Restricting Charging) of the Debenture, provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the relevant New Chargor re-assign the relevant rights, title and interest in the assigned assets to that New Chargor (or as it shall direct).

2.5 **Fixed Security**

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 **Floating Charge**

As further security for the payment and discharge of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights but excluding, for the avoidance of doubt, its rights, title and interest in and to any (i) Excluded Property, (ii) Excluded Shares, (iii) Excluded Intellectual Property, (iv) Excluded Book Debts and/or (v) Excluded Assets, **provided that** in respect of any Excluded Property, Excluded Intellectual Property, Excluded Book Debts and Excluded Assets only, the relevant New Chargor has not been able to satisfy or obtain the relevant condition or waiver as set out in clauses 3.7 (Leases Restricting Charging), 3.8 (Intellectual Property Restricting Charging), 3.9 (Book Debts Restricting Charging) or 3.10 (Other Assets Restricting Charging) of the Debenture, respectively (as the case may be).

3. **INCORPORATION INTO DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. **NOTICES**

Any communication to be made under or in connection with this deed shall be made in accordance with clause 37 (Notices) of the Senior Facilities Agreement.

5. **LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1**New Chargors**

Company Name	Registration Number
BIMM Limited	06347465
BIMM Topco Limited	10268402
BIMM 1 Limited	09446245
BIMM Holdings Limited	07172466
BIMM Group Limited	07172561
Brighton Film School Holdings Limited	11260579
Brighton Film School Investments Limited	11260663
Brighton Film School Ltd	07590160

SCHEDULE 2

Material Property

Freehold Properties

Chargor	Address	Title Number(s)
BIMM Limited	Southend Road, Corringham, Stanford- Le-Hope, SS17 8JS	EX683420
		EX897124
		EX897151
		AA3012

Leasehold Properties

None as at the date of this deed.



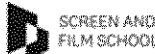
SCHEDULE 3**Subsidiary Shares**

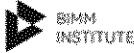



Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
BIMM Group Limited	BIMM Limited	6 Ordinary shares of £1 each	None
BIMM Topco Limited	BIMM 1 Limited	132,820,662 Ordinary shares of £0.0001 each	None
BIMM 1 Limited	BIMM Holdings Limited	114,945 Ordinary shares value of £0.10 each	None
BIMM Holdings Limited	BIMM Group Limited	1 Ordinary share of £1 each	None
Brighton Film School Holdings Limited	Brighton Film School Investments Limited	1 Ordinary share of £1 each	None
Brighton Film School Investments Limited	Brighton Film School Ltd	800 Ordinary shares of £1 each	None
Brighton Film School Investments Limited	Brighton Film School Ltd	200 A Class shares of £200 each	None


SCHEDULE 4**Bank Accounts**

Chargor	Account Bank	Sort Code	Account Number
BIMM Topco Limited	NatWest Westminster Bank Plc	██████	██████
BIMM 1 Limited	NatWest Westminster Bank Plc	██████	██████
BIMM Holdings Limited	NatWest Westminster Bank Plc	██████	██████
BIMM Group Limited	NatWest Westminster Bank Plc	██████	██████
BIMM Limited	NatWest Westminster Bank Plc	██████	██████
Brighton Film School Holdings Limited	NatWest Westminster Bank Plc	██████	██████
Brighton Film School Investments Limited	NatWest Westminster Bank Plc	██████	██████
Brighton Film School Ltd	NatWest Westminster Bank Plc	██████	██████

SCHEDULE 5**Intellectual Property**

Chargor	Trade Mark	Country	Registration classes	Registration Number
BIMM Limited	BIMM	UK	Class 9 - DVDs, CDs containing recorded sound, training manuals in electronic format, amplifiers, audio amplifiers, digital amplifiers, microphones, mobile phone accessories. Class 15 - Guitars, bass guitars, drums, cases and accessories for musical instruments. Class 16 - Notebooks, pocket notebooks, notepads, music notebooks, window stickers, folders, diaries, magazines. Class 25 - Clothing, t-shirts, hats, headscarves, wristbands, headbands. Class 28 - Skateboard accessories. Class 35 - Business management of performing artists. Class 41 - Education services, provision of training, publication of educational books, live music performances and; provision for facilities for live music performances and for rehearsals, recording studio services.	UK00002476412
BIMM Limited	BIMM INSTITUTE and Design 	UK	Class 9 - DVDs, CDs containing recorded sound, training manuals in electronic format, amplifiers, audio amplifiers, digital amplifiers, microphones, mobile phone accessories, namely mobile phone cases, mobile phone holders, mobile phone stands, mobile phone grips, mobile phone chargers and cables. Class 15 - Guitars, bass guitars, drums, cases and accessories for musical instruments. Class 16 - Notebooks, pocket notebooks, notepads, music notebooks, window stickers, folders, diaries, magazines. Class 25 - Clothing, t-shirts, hats, headscarves, wristbands, headbands. Class 35 - Business management of performing artists. Class 41 - Education services; provision of training; publication of educational books; delivery of live music performances, live theatre performances and recorded film performances; provision of facilities for live music performances and for rehearsals; provision of recording studio services; provision of facilities for live theatre and recorded film performances; film recording studios.	UK00003428532
BIMM Limited	INSTITUTE FOR CONTEMPORARY THEATRE and Design 	UK	Class 9 - DVDs, CDs containing recorded sound, training manuals in electronic format, amplifiers, audio amplifiers, digital amplifiers, microphones, mobile phone accessories, namely mobile phone cases, mobile phone holders, mobile phone stands, mobile phone grips, mobile phone chargers and cables. Class 15 - Guitars, bass guitars, drums, cases and accessories for musical instruments. Class 16 - Notebooks, pocket notebooks, notepads, music notebooks, window stickers, folders, diaries, magazines. Class 25 - Clothing, t-shirts, hats, headscarves, wristbands, headbands. Class 35 - Business management of performing artists. Class 41 - Education services; provision of training; publication of educational books; delivery of live music performances, live theatre performances and recorded film performances; provision of facilities for live music performances and for rehearsals; provision of recording studio services; provision of facilities for live theatre and recorded film performances; film recording studios.	UK00003428570
BIMM Limited	SCREEN AND FILM SCHOOL and Design 	UK	Class 9 - DVDs, CDs containing recorded sound, training manuals in electronic format, amplifiers, audio amplifiers, digital amplifiers, microphones, mobile phone accessories, namely mobile phone cases, mobile phone holders, mobile phone stands, mobile phone grips, mobile phone chargers and cables. Class 15 - Guitars, bass guitars, drums, cases and accessories for musical instruments. Class 16 - Notebooks, pocket notebooks, notepads, music notebooks, window stickers, folders, diaries, magazines. Class 25 - Clothing, t-shirts, hats, headscarves, wristbands, headbands. Class 35 - Business management of performing artists.	UK00003428566

			Class 41 - Education services; provision of training; publication of educational books; delivery of live music performances, live theatre performances and recorded film performances; provision of facilities for live music performances and for rehearsals; provision of recording studio services; provision of facilities for live theatre and recorded film performances; film recording studios.	
BIMM Limited	BIMM INSTITUTE and Design 	UK	Class 9 - DVDs, CDs containing recorded sound, training manuals in electronic format, amplifiers, audio amplifiers, digital amplifiers, microphones, mobile phone accessories, namely mobile phone cases, mobile phone holders, mobile phone stands, mobile phone grips, mobile phone chargers and cables. Class 15 - Guitars, bass guitars, drums, cases and accessories for musical instruments. Class 16 - Notebooks, pocket notebooks, notepads, music notebooks, window stickers, folders, diaries, magazines. Class 25 - Clothing, t-shirts, hats, headscarves, wristbands, headbands. Class 35 - Business management of performing artists. Class 41 - Education services; provision of training; publication of educational books; delivery of live music performances, live theatre performances and recorded film performances; provision of facilities for live music performances and for rehearsals; provision of recording studio services; provision of facilities for live theatre and recorded film performances; film recording studios.	UK00918163328
BIMM Limited	INSTITUTE FOR CONTEMPORARY THEATRE and Design 	UK	Class 9 - DVDs, CDs containing recorded sound, training manuals in electronic format, amplifiers, audio amplifiers, digital amplifiers, microphones, mobile phone accessories, namely mobile phone cases, mobile phone holders, mobile phone stands, mobile phone grips, mobile phone chargers and cables. Class 15 - Guitars, bass guitars, drums, cases and accessories for musical instruments. Class 16 - Notebooks, pocket notebooks, notepads, music notebooks, window stickers, folders, diaries, magazines. Class 25 - Clothing, t-shirts, hats, headscarves, wristbands, headbands. Class 35 - Business management of performing artists. Class 41 - Education services; provision of training; publication of educational books; delivery of live music performances, live theatre performances and recorded film performances; provision of facilities for live music performances and for rehearsals; provision of recording studio services; provision of facilities for live theatre and recorded film performances; film recording studios.	UK00918163332
BIMM Limited	SCREEN AND FILM SCHOOL and Design 	UK	Class 9 - DVDs, CDs containing recorded sound, training manuals in electronic format, amplifiers, audio amplifiers, digital amplifiers, microphones, mobile phone accessories, namely mobile phone cases, mobile phone holders, mobile phone stands, mobile phone grips, mobile phone chargers and cables. Class 15 - Guitars, bass guitars, drums, cases and accessories for musical instruments. Class 16 - Notebooks, pocket notebooks, notepads, music notebooks, window stickers, folders, diaries, magazines. Class 25 - Clothing, t-shirts, hats, headscarves, wristbands, headbands. Class 35 - Business management of performing artists. Class 41 - Education services; provision of training; publication of educational books; delivery of live music performances, live theatre performances and recorded film performances; provision of facilities for live music performances and for rehearsals; provision of recording studio services; provision of facilities for live theatre and recorded film performances; film recording studios.	UK00918163330
BIMM Limited	BIMM INSTITUTE and Design 	EU	Class 9 - DVDs, CDs containing recorded sound, training manuals in electronic format, amplifiers, audio amplifiers, digital amplifiers, microphones, mobile phone accessories, namely mobile phone cases, mobile phone holders, mobile phone stands, mobile phone grips, mobile phone chargers and cables. Class 15 - Guitars, bass guitars, drums, cases and accessories for musical instruments. Class 16 - Notebooks, pocket notebooks, notepads, music notebooks, window stickers, folders, diaries, magazines. Class 25 - Clothing, t-shirts, hats, headscarves, wristbands, headbands.	018163328

			<p>Class 35 - Business management of performing artists.</p> <p>Class 41 - Education services; provision of training; publication of educational books; delivery of live music performances, live theatre performances and recorded film performances; provision of facilities for live music performances and for rehearsals; provision of recording studio services; provision of facilities for live theatre and recorded film performances; film recording studios.</p>	
BIMM Limited	<p>INSTITUTE FOR CONTEMPORARY THEATRE and Design</p> 	EU	<p>Class 9 - DVDs, CDs containing recorded sound, training manuals in electronic format, amplifiers, audio amplifiers, digital amplifiers, microphones, mobile phone accessories, namely mobile phone cases, mobile phone holders, mobile phone stands, mobile phone grips, mobile phone chargers and cables.</p> <p>Class 15 - Guitars, bass guitars, drums, cases and accessories for musical instruments.</p> <p>Class 16 - Notebooks, pocket notebooks, notepads, music notebooks, window stickers, folders, diaries, magazines.</p> <p>Class 25 - Clothing, t-shirts, hats, headscarves, wristbands, headbands.</p> <p>Class 35 - Business management of performing artists.</p> <p>Class 41 - Education services; provision of training; publication of educational books; delivery of live music performances, live theatre performances and recorded film performances; provision of facilities for live music performances and for rehearsals; provision of recording studio services; provision of facilities for live theatre and recorded film performances; film recording studios.</p>	018163332

SCHEDULE 6

Assigned Agreements

- 1.** Loan agreement between BIMM Limited (as lender) and BRICTT Limited (as borrower) dated 26 June 2017.
- 2.** Loan agreement between BIMM 1 Limited (as lender) and Brighton Film School Investments Limited (as the Company) dated 6 April 2018.

SIGNATORIES TO DEED OF ACCESSION

New Chargors

Executed as a deed by **BIMM LIMITED:**)
)
)
)

Signature of director
Name of director
Adam Carswell

Signature of director
Name of director
Bernard Yeboah


Executed as a deed by **BIMM TOPCO LIMITED:**)
)
)
)

Signature of director
Name of director
Adam Carswell

Signature of director
Name of director
Bernard Yeboah

Executed as a deed by **BIMM 1 LIMITED:**)
)
)
)


Signature of director

DocuSigned by:


Adam Carswell

Name of director

Signature of director

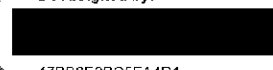
DocuSigned by:


Bernard Yeboah

Name of director

Executed as a deed by **BIMM HOLDINGS LIMITED:**)
)
)
)

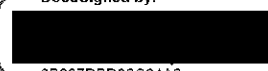
Signature of director

DocuSigned by:


Adam Carswell

Name of director

Signature of director

DocuSigned by:



Bernard Yeboah

Name of director

Executed as a deed by **BIMM GROUP**)
LIMITED:)
)
)

Signature of director

Name of director


DocuSigned by:


47BB6E2BC5FA4D1...

Adam Carswell

Signature of director

Name of director

DocuSigned by:



6B607DBD82C64A2...

Bernard Yeboah

Executed as a deed by **BRIGHTON FILM**)
SCHOOL HOLDINGS LIMITED:)
)
)

Signature of director

Name of director


DocuSigned by:


47BB6E2BC5FA4D1...

Adam Carswell

Signature of director

Name of director

DocuSigned by:


6B607DBD82C64A2...

Bernard Yeboah

Executed as a deed by **BRIGHTON FILM**)
SCHOOL INVESTMENTS LIMITED:)
)
)

Signature of director

Name of director

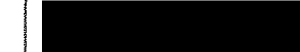
DocuSigned by:


47BB6E2BC5FA4D1

Adam Carswell

Signature of director

Name of director

DocuSigned by:


6B607DBD82C64A2

Bernard Yeboah

Executed as a deed by **BRIGHTON FILM**)
SCHOOL LTD:)
)
)

Signature of director

Name of director


DocuSigned by:


47BB6E2BC5FA4D1

Adam Carswell

Signature of director

Name of director


DocuSigned by:


6B607DBD82C64A2

Bernard Yeboah

The Security Agent

Signed for and on behalf of)
LUCID TRUSTEE SERVICES LIMITED:)
)
)

DocuSigned by:

0F23885DFDA746B...

.....
Name: Caroline Horvath-Franco