



**Registration of a Charge**

Company Name: **V.E SERIES B BORROWER LTD**

Company Number: **13918493**



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Received for filing in Electronic Format on the: **07/12/2022**

**Details of Charge**

Date of creation: **01/12/2022**

Charge code: **1391 8493 0002**

Persons entitled: **TEEC HOLDINGS LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GOWLING WLG (UK) LLP**



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

Company number: 13918493

Charge code: 1391 8493 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2022 and created by V.E SERIES B BORROWER LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th December 2022 .

Given at Companies House, Cardiff on 8th December 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

**EXECUTION VERSION**

**Dated** 01 December **2022**

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**V.E SERIES B BORROWER LTD** (1)

**AND**

**TEEC HOLDINGS LIMITED** (2)

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**SUPPLEMENTAL SECURITY AGREEMENT**

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**THIS DEED** is dated 01 December 2022 and is made

**BETWEEN:**

- (1) **V.E SERIES B BORROWER LTD** (a company incorporated in England and Wales, with company number 13918493) whose registered office is Second Home, 68 Hanbury Street, Spitalfields, London, United Kingdom, E1 5JL (the "**Chargor**");
- (2) **TEEC HOLDINGS LIMITED** (a company incorporated in England and Wales, with company number 12695849) whose registered office is 1 King William Street, London, United Kingdom, EC4N 7AF (the "**Lender**").

**BACKGROUND**

- (A) This Deed is supplemental to the Composite Debenture.
- (B) The Chargor enters into this Deed to provide Security in connection with the Secured Liabilities.
- (C) The sole director of the Chargor is satisfied that entering into and performing this Deed is in the best interests, and for the commercial purposes and corporate benefit, of the Chargor.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS HEREBY AGREED**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

- |                            |  |
|----------------------------|--|
| <b>Composite Debenture</b> | the composite debenture dated 31 March 2022 and made between, <i>inter alia</i> , (1) the Chargor and (2) the Lender; and  |
| <b>Investments</b>         | (a) the entire issued share capital of Field Gerrards Cross Ltd (company number 09718112) and Field Oldham Ltd (company number 10896544);<br><br>(b) all shares and securities owned by the Chargor or held by any nominee or trustee on its behalf; and |

- (c) all other shares, stocks, debentures, bonds or other securities or investments owned by the Chargor or held by any nominee or trustee on its behalf.

## **1.2 Construction**

- (a) Capitalised terms defined in the Composite Debenture (including by reference) have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of Clauses 1.2(b) to (l) (inclusive) (*Construction*) and 1.3 (*Third Party Rights*) of the Composite Debenture apply to this Deed as though they were set out in full in this Deed except that references to "this deed" will be construed as references to this Deed.

## **2 CREATION OF SECURITY**

2.1 The Chargor covenants with the Lender that it will pay or discharge the Secured Liabilities as and when the same are due and payable in accordance with the terms of the Finance Documents.

2.2 The security created under this Deed:

- (a) is created in favour of the Lender;
- (b) is created over present assets of the Chargor;
- (c) is security for the payment of all the Secured Liabilities; and
- (d) is, subject to the Security created pursuant to the Composite Debenture, made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.3 The Chargor charges by way of a first fixed charge its interest in all its Investments.

## **3 INCORPORATION OF TERMS FROM DEBENTURE**

3.1 The provisions of Clause 3 (*Restrictions On Dealings*), Clause 5 (*Investments*) and Clauses 9 to 18 (inclusive) of the Composite Debenture shall apply to this Deed and the Security constituted by it as if set out in this Deed in full (with the necessary modifications, including that references to "Security Assets" shall mean any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed) and this Deed shall be construed with the intent and effect that all the rights, obligations, covenants, assurances and provisions, express

or implied, contained in or subsisting in relation to the Composite Debenture in those provisions shall apply to this Deed and to the Security constituted by it as if expressly set out in this Deed.

#### **4 CONTINUATION OF EXISTING SECURITY**

- 4.1 Except as supplemented by this Deed, the Composite Debenture remains in full force and effect. The definition of "Security Assets" contained in the Composite Debenture shall, for the avoidance of doubt, include all, or the relevant part, of the rights, property, assets and undertaking mortgaged, charged or assigned, as the case may be, under Clause 2 (*Creation of security*) of this Deed.
- 4.2 References in the Composite Debenture to "this deed" and similar expressions are deemed to be references to the Composite Debenture as supplemented by this Deed.
- 4.3 This Deed is designated a Finance Document.

#### **5 GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

#### **6 JURISDICTION**

- 6.1 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").
- 6.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle a Dispute and, accordingly, no Party will argue to the contrary.
- 6.3 This Clause 6 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

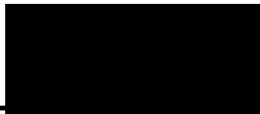
**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed.

[Signature pages follow]

**EXECUTION PAGE**

**THE CHARGOR**

**EXECUTED as a DEED by**  
**V.E SERIES B BORROWER LTD**  
acting by:



Signature of Director

Amit Gudka

Name of Director

in the presence of



Signature of witness

Farhana Bhula

Name of witness

68 Hanbury Street, London E1

5JL  
Address of witness

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\_\_\_\_\_

Film Producer

Occupation of witness

**THE LENDER**

**SIGNED for and on behalf of**

**TEEC HOLDINGS LIMITED**



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Authorised signatory