



Registration of a Charge

Company name: **VIDEO ARTS LIMITED**

Company number: **01007689**



X6M89H6Y

Received for Electronic Filing: **28/12/2017**

Details of Charge

Date of creation: **18/12/2017**

Charge code: **0100 7689 0013**

Persons entitled: **U.S. BANK TRUSTEES LIMITED AS SECURITY TRUSTEE**

Brief description: **INTELLECTUAL PROPERTY - TRADEMARK: TRADEMARK: VIDEO ARTS;
REGISTRATION NUMBER: EU000198028; CLASSES: 9, 41; REGION: EU.
FOR MORE DETAILS PLEASE REFER TO THE CHARGING INSTRUMENT.**

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: 1007689

Charge code: 0100 7689 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2017 and created by VIDEO ARTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th December 2017 .

Given at Companies House, Cardiff on 2nd January 2018

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**

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 18 December 2017

BETWEEN:

- (1) The companies listed in the schedule 1 (New Chargors) (each a "**New Chargor**" and together the "**New Chargors**"); and
- (2) U.S. Bank Trustees Limited as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 19 October 2017 between, inter alia, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (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 CHARGOR**

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**

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 (Material Property)); and
- (b) by way of first fixed charge:

- (i) all other interests (not effectively charged under clause 2.3(a)) in any Material Property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (ii) all Subsidiary Shares (including as specified in schedule 3 (Subsidiary Shares));
- (iii) all Investments (other than Subsidiary Shares);
- (iv) all Intellectual Property (including as specified in schedule 4 (Intellectual Property));
- (v) its goodwill and uncalled capital; and
- (vi) to the extent not effectively assigned by clause 2.4 (Security Assignment):
 - (A) the Assigned Agreements (including as specified in schedule 5 (Assigned Agreements));
 - (B) the Insurances; and
 - (C) the Hedging Agreements.

2.4 Security Assignment

- (a) 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:
 - (i) the Assigned Agreements;
 - (ii) the Insurances; and
 - (iii) the Hedging Agreements.
- (b) Until the occurrence of a Declared Default, but subject to clause 11 (Hedging Agreements and Assigned Agreements) of the Debenture, the relevant Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements.

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 the New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

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**

Each New Chargor confirms that its address details for notices in relation to clause [35.2] (Addresses) of the Senior Facilities Agreement are as follows:

Address: Tinopolis Centre
Park Street, Llanelli
Carmarthenshire
SA15 3YE

Facsimile: +44 (0)1554 880 815

Attention: Jennifer Roberts

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	Registration Number	Jurisdiction of Incorporation
DMWSL 678 Limited	07657104	England and Wales
Tinopolis Limited	03832383	England and Wales
Video Arts Limited	01007689	England and Wales
Video Arts Group Limited	03852217	England and Wales
The Television Corporation Limited	01162501	England and Wales
Sunset & Vine Productions Ltd	01257931	England and Wales
Sunset + Vine (Oxford) Limited	03760268	England and Wales
Sunset + Vine (London 2017) Limited	09793591	England and Wales
TVC Media Limited	05572517	England and Wales
Tinopolis Facilities Ltd	02589217	England and Wales
Teledu Tinopolis Cyf	02951442	England and Wales
Mentorn Group Limited	02970326	England and Wales
Mentorn Media Limited	02329345	England and Wales
Passion Distribution Limited	06554218	England and Wales
Firecracker Films Limited	04588217	England and Wales
Pioneer Productions Media Group Limited	06684299	England and Wales
Pioneer Film and Television Productions Limited	02289176	England and Wales
Pioneer Productions International Limited	04720357	England and Wales

SCHEDULE 2

Material Property

None at the date of this deed

SCHEDULE 3

Subsidiary Shares

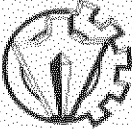
New Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Tinopolis Limited	Tinopolis Facilities Ltd	868,172 Ordinary Shares of £1 each	N/A
	Teledu Tinopolis Cyf	2 Ordinary Shares of £1 each	N/A
	Tinopolis Interactive Limited	2 Ordinary Shares of £1 each	N/A
	M4 Television Limited	70 Ordinary Shares of £1 each	N/A
	Agenda Abertawe Cyf.	2 Ordinary Shares of £1 each	N/A
	Agenda Films Limited	100 Ordinary Shares of £1 each	N/A
	P.O.P.1 Limited	100 Ordinary Shares of £1 each	N/A
	The Television Corporation Limited	41,655,044 Ordinary Shares of £0.05 each	N/A
	Daybreak Pictures Limited	750 Ordinary Shares of £1 each	N/A
	Video Arts Group Limited	5,900 Ordinary A Shares of £0.01 each	N/A
		924,419 Ordinary Shares of £0.01 each	N/A
		20,894 Ordinary Shares of £0.01 each	N/A
		270,565,000 Redeemable Shares of £0.01 each	N/A
	Pioneer Productions Media Group Limited	2,700 Ordinary A Shares of £0.10 each	N/A
		900 Ordinary B Shares of £0.10 each	N/A
	Firecracker Films Limited	1,225,800 Ordinary Shares of £0.0001 each	N/A

New Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
	Passion Distribution Limited	175,000 Deferred Shares of £1 each	N/A
		51,000 Ordinary Shares of £0.001 each	N/A
		49,000 Ordinary Shares of £0.001 each	N/A
		10,783 Ordinary Shares of £0.001 each	N/A
	Rain Media Entertainment Limited	200 Ordinary Shares of £1 each	N/A
	Salem Films Limited	51 Ordinary Shares of £1 each	N/A
	Dave Edwards Entertainment Media Limited	75 Ordinary Shares of £1 each	N/A
	Fiction Factory Limited	3850 Ordinary Shares of £1 each	N/A
	Ffattiifilms Limited	75 Ordinary Shares of £1 each	N/A
Video Arts Group Limited	Sunset + Vine Global Television Host Broadcaster Limited	1 Ordinary Share of £1	N/A
	Video Arts Limited	650 Ordinary Shares of £1 each	N/A
	Learning Pack Limited	100 Ordinary Shares of £1 each	N/A
The Television Corporation Limited	Venner TV Limited	100 Ordinary Shares of £1 each	N/A
	Mentorn Limited	2 Ordinary Shares of £1 each	N/A
	Redback Films Limited	2 Ordinary Shares of £1 each	N/A
	World Sport Broadcasting Limited	100 Ordinary Shares of £1 each	N/A
	World Sport Television Limited	2 Ordinary Shares of £1 each	N/A

New Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
	Television Corporation Productions Limited	2 Ordinary Shares of £1 each	N/A
	Television Corporation Consumer Brand Limited	2 Ordinary Shares of £1 each	N/A
	Venner Television North Limited	2 Ordinary Shares of £1 each	N/A
	Sunset & Vine North Limited	2 Ordinary Shares of £1 each	N/A
	TVC Media Limited	50,001 Ordinary Shares of £1 each	N/A
	Music Box Limited	401,000 Ordinary Shares of £1 each	N/A
	Mentorn Group Limited	15,850,262 Ordinary Shares of £0.10 each	N/A
		18,566 Ordinary Shares of £0.10 each	N/A
	Mentorn Media Limited	100 Ordinary Shares of £1 each	N/A
	Worldwide Entertainment News Limited	100 Ordinary A Shares of £1 each	N/A
		100 Ordinary B Shares of £1 each	N/A
	Visions Transmission Services Limited	1,087,531 Ordinary Shares of £1 each	N/A
	VMTV Limited	2,486,724 Ordinary Shares of £1 each	N/A
	Sunset & Vine Mobiles Limited	2,314,719 Ordinary Shares of £1 each	N/A
	Sunset & Vine Productions Limited	2 Ordinary Shares of £1 each	N/A
	Global Television Services Limited	50,100 Ordinary Shares of £1 each	N/A
		50,100 Ordinary Shares of £1 each	N/A
		50,100 Ordinary Shares of £1 each	N/A

New Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Sunset & Vine Productions Limited	Sunset + Vine (Oxford) Limited	171 Ordinary Shares of £1 each	N/A
	Sunset + Vine (London 2017) Limited	1 Ordinary Shares of £1 each	N/A
	Sunset + Vine (Asia) Limited	1 Ordinary Share of £1 each	N/A
Mentorn Group Limited	Mentorn Broadcasting Limited	419,196 Ordinary Shares of £1 each	N/A
	Golden Break Music Limited	2 Ordinary Shares of £1 each	N/A
	Mentorn International Limited	2 Ordinary Shares of £1 each	N/A
Mentorn Media Limited	TV21 Limited	100 Ordinary Shares of £1 each	N/A
	Mentorn Films Limited	1,344,000 Ordinary Shares of £1 each	N/A
	Mentorn UFO's Limited	2 Ordinary Shares of £1 each	N/A
Pioneer Productions Media Group Limited	Pioneer Film and Television Productions Limited	80 Ordinary A Shares of £1 each	N/A
Pioneer Film and Television Productions Limited	Pioneer Productions International Limited	100 Ordinary Shares of £1 each	N/A
	Science Channel Limited	2 Ordinary Shares of £1 each	N/A
	WDHCF Ltd	1 Ordinary Share of £1	N/A

SCHEDULE 4
Intellectual Property

Obligor	Trademark	Registration Number	Classes	Region
Mentorn Media Limited		UK0002163116A	9, 28, 38 & 41	UK
Firecracker Films Limited	FIRECRACKER FILMS	UK00002332058	35 & 41	UK
Passion Distribution Limited		EU009062548	9, 41 & 45	EU
Video Arts Limited	VIDEO ARTS	EU000198028	9, 41	EU
		EU001905876	9, 16, 38, 41	EU
	VIDEO ARTS	UK00001175344	16	UK
		UK00002439527	9, 16, 38, 41	UK
		UK00002247063	9, 16, 38, 41	UK

SCHEDULE 5

Assigned Agreements

A £500,661 loan between Sunset & Vine Productions Ltd as lender and DMWSL 584 Limited as borrower as listed in schedule 17 of the Senior Facilities Agreement.

A £600,232 loan between DMWSL 678 Limited as lender and DMWSL 584 Limited as borrower as listed in schedule 17 of the Senior Facilities Agreement.

A £1,541,086 loan between Tinopolis Limited as lender and DMWSL 660 Limited as borrower as listed in schedule 17 of the Senior Facilities Agreement.

A £700 loan between The Television Corporation Limited as lender and DMWSL 660 Limited as borrower as listed in schedule 17 of the Senior Facilities Agreement.

SIGNATORIES TO SECURITY ACCESSION DEED

Executed as a deed by)
DMWSL 678 LIMITED)
acting by)
)

Signature of director

Signature of witness

Name of witness

Address of witness

AMANDA SHELDRAKE

Occupation of witness

Executed as a deed by)
TINOPOLIS LIMITED)
acting by)
)

Signature of director

Signature of witness

Name of witness

Address of witness

AMANDA SHELDRAKE

Occupation of witness

EXECUTION VERSION

Executed as a deed by)
VIDEO ARTS LIMITED)
acting by :)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Amanda Sheldrake

Executed as a deed by)
VIDEO ARTS GROUP LIMITED)
acting by :)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Amanda Sheldrake

EXECUTION VERSION

Executed as a deed by)
THE TELEVISION CORPORATION)
LIMITED)
acting by :

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
Shonda Shelokeo
.....
.....
.....
.....

Executed as a deed by)
SUNSET & VINE PRODUCTIONS LTD)
acting by :

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
Shonda Shelokeo
.....
.....
.....
.....

EXECUTION VERSION

Executed as a deed by)
SUNSET + VINE (OXFORD) LIMITED)
acting by :)
)

Signature of director

Signature of witness

Name of witness

Amanda Sheldrake

Address of witness

Occupation of witness

Executed as a deed by)
SUNSET + VINE (LONDON 2017))
LIMITED)
acting by :)
)

Signature of director

Signature of witness

Name of witness

Amanda Sheldrake

Address of witness

Occupation of witness

EXECUTION VERSION

Executed as a deed by)
TVC MEDIA LIMITED)
acting by :)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Amanda Sheldrake

Executed as a deed by)
TINOPOLIS FACILITIES LTD)
acting by :)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Amanda Sheldrake

EXECUTION VERSION

Executed as a deed by)
TELEDU TINOPOLIS CYF)
acting by)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Ananda Shelake

Executed as a deed by)
MENTORN GROUP LIMITED)
acting by)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Ananda Shelake

EXECUTION VERSION

Executed as a deed by)
MENTORN MEDIA LIMITED)
acting by :)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Naranda Sheldrake

Executed as a deed by)
PASSION DISTRIBUTION LIMITED)
acting by :)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Naranda Sheldrake

EXECUTION VERSION

Executed as a deed by)
FIRECRACKER FILMS LIMITED)
acting by)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....

Amanda Sheldrake

.....

.....

.....

Executed as a deed by)
PIONEER PRODUCTIONS MEDIA)
GROUP LIMITED)
acting by)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....

.....

Amanda Sheldrake

.....

.....

EXECUTION VERSION

Executed as a deed by)
PIONEER FILM AND TELEVISION)
PRODUCTIONS LIMITED)
acting by)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
Anand Shidhale
.....
.....
.....

Executed as a deed by)
PIONEER)
PRODUCTIONS)
INTERNATIONAL LIMITED)
acting by)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
Anand Shidhale
.....
.....
.....

EXECUTION VERSION

Signed by)
)
for and on behalf of **U.S. BANK**)
TRUSTEES LIMITED.)

Hanish Bhatt
Authorised Signatory

Chris Yates
Authorised Signatory