



**Registration of a Charge**

Company name: **REACH4ENTERTAINMENT ENTERPRISES PLC**

Company number: **02725009**

Received for Electronic Filing: **14/02/2019**



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**Details of Charge**

Date of creation: **29/01/2019**

Charge code: **0272 5009 0010**

Persons entitled: **DIANA LAW  
GARY NEVILLE  
KEVIN LUCKHURST  
SCOTT MELVIN**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**KUIT STEINART LEVY**



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

Company number: 2725009

Charge code: 0272 5009 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2019 and created by REACH4ENTERTAINMENT ENTERPRISES PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2019 .

Given at Companies House, Cardiff on 15th February 2019

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** 29 January **2019**

**REACH4ENTERTAINMENT ENTERPRISES PLC**

**and**

**S MELVIN & OTHERS**

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**CHARGE OVER SHARES IN**  
**BUZZ 16 PRODUCTIONS LIMITED**

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**kuits** | solicitors

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Manchester  
M3 2RD  
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ref: KP.AAS.BUZ2.1  
date: 24 January 2019

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THIS DEED is made on

29 January 2019

**BETWEEN**

- (1) **DIANA LAW** of Harefield Lodge, Harefield Drive, Wilmslow, Cheshire SK9 1NJ;
  - (2) **GARY NEVILLE** of The Shippon, Top O' Th' Knotts, Tottington Road, Harwood, BL2 4LL;
  - (3) **KEVIN LUCKHURST** of 9 Crouch Hall Lane, Redbourn, St. Albans AL3 7EQ;
  - (4) **SCOTT MELVIN** of 10 Layborne Avenue, Ealing, London, Middlesex, W13 9RB;
- ((1) to (4) together, the "Sellers" and each a "Seller"); and
- (5) **REACH4ENTERTAINMENT ENTERPRISES PLC**, a company registered in England and Wales under number 02725009 whose registered office is at Wellington House, 125 Strand, London WC2R 0AP (**Chargor**),

(each of the Sellers and the Chargor being a Party and together the Sellers and the Chargor are the **Parties**).

**WHEREAS**

- (A) The Sellers have agreed to sell certain shares pursuant to the Share Sale Agreement (defined below) on the terms of the Share Sale Agreement.
- (B) It is a condition precedent to the provisions of the Share Sale Agreement that the Chargor provide security to the Sellers to secure the payment and discharge of the Secured Liabilities (defined below).
- (C) The Chargor has agreed to create the security required by entering into this Deed.

**NOW IT IS AGREED that:**

**1. DEFINITIONS AND INTERPRETATION**

Words and expressions defined in the Share Sale Agreement will have the same meanings in this Deed unless they are otherwise expressly defined in this Deed.

**1.1 Definitions**

Unless otherwise provided, the following definitions apply in this Deed:

- "Charged Property" means the Shares;
- "Company" means Buzz 16 Productions Limited, a company incorporated and registered in England and Wales under company number 10518938 whose registered office is at 9 Wimpole Street, London W1G 9SR;
- "Encumbrance" means any mortgage, charge (whether fixed or floating,

legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**“Secured Liabilities”** means the obligation of the Chargor to pay the sum of £300,000 pursuant to clause 3.3 of the Share Sale Agreement together with all interest (if any);

**“Shares”** means 250 ordinary A shares of £0.10 each in the capital of the Company beneficially owned by the Chargor on the date of this Deed;

**“Share Sale Agreement”** means the share sale agreement entered into on or around the date of this Deed between (1) the Sellers and (2) the Chargor.

## **1.2 Interpretation**

In this Deed:

1.2.1 reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;

1.2.2 a reference to **this Deed** (or any provision of it) or any other document shall be construed as a reference to this Deed, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties; and

1.2.3 clause, schedule and paragraph headings shall not affect the interpretation of this Deed.

## **2. COVENANT TO PAY**

2.1 The Chargor shall pay to the Sellers and discharge the Secured Liabilities when they become due.

2.2 Upon the satisfaction by the Chargor in accordance with clause 3.3 of the Share Sale Agreement of the obligation which is the subject of the Secured Liabilities, the charge over the Charged Property shall be automatically released in full and the Sellers shall take whatever action is necessary to release the Shares from the security constituted by this Deed.

## **3. GRANT OF SECURITY**

As continuing security for the payment and discharge of the Secured Liabilities, the Chargor with, subject to stamping of the transfer of the Shares to the Chargor, full title guarantee, charges to the Sellers, by way of first fixed charge, the Charged Property.

#### **4. DEPOSIT OF TITLE DOCUMENTS**

##### **4.1 Deposit**

The Chargor shall, on the execution of this charge, deposit with the Sellers a share certificate in respect of the Shares, together with such executed blank transfers or assignments as the Sellers may reasonably require.

##### **4.2 Further assurance**

The Chargor shall, at the direction of the Sellers given at any time, forthwith execute and deliver to the Sellers all documents and do all such things as may be reasonably necessary for creating, registering, perfecting, maintaining or protecting the security created by this charge.

#### **5. LIABILITY OF THE CHARGOR**

##### **5.1 Liability not discharged**

The liability of the Chargor under this charge in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

5.1.1 any Encumbrance, guarantee, indemnity, remedy or other right held by or available to the Sellers being or becoming wholly or partially illegal, void or unenforceable on any ground; or

5.1.2 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Chargor.

#### **6. BORROWER COVENANTS**

The Chargor covenants with the Sellers during the continuance of the security constituted by this charge in the terms set out in Schedule 1.

#### **7. PRE ENFORCEMENT RIGHTS**

##### **7.1 Voting before enforcement**

Before the security constituted by this deed becomes enforceable, the Chargor may, subject to Schedule 1, exercise or direct the exercise all voting and other rights and powers in respect of the Shares.

##### **7.2 Cash dividends before enforcement**

Before the security constituted by this deed becomes enforceable, the Chargor may retain and apply for its own use any dividends, interest and other monies paid or payable in respect of the Shares.

#### **8. POST ENFORCEMENT RIGHTS**

##### **Protection of interests**



The powers conferred on the Sellers by this charge are solely to protect the Sellers' interests in the Charged Property and shall not impose any duty on the Sellers to exercise any of those powers.

## **9. ENFORCEMENT**

### **9.1 Enforcement events**

This charge shall be enforceable if any of the circumstances set out in paragraph 1 of Schedule 2 occur. The parties to this charge agree that the provisions of Schedule 2 shall apply to this charge and shall be binding between them.

### **9.2 Power of disposal**

At any time after this charge has become enforceable, the Sellers and any nominee of the Sellers may (without prejudice to any other right which the Sellers may have), without further notice to the Chargor, exercise the power to sell or otherwise dispose of the whole or any part of the Charged Property.

### **9.3 Terms of disposal**

Any sale or disposal under clause 9.2 may be made in such manner, on such terms and for such consideration (whether payable immediately or by instalments) as the Sellers shall in their absolute discretion think fit and without liability for loss.

### **9.4 Application of proceeds**

The Sellers shall apply the proceeds of a sale or other disposal under clause 9.2 (without prejudice to the right of the Sellers to recover any shortfall from the Chargor) in or towards the satisfaction of the Secured Liabilities in such order as the Sellers in their absolute discretion may from time to time determine. Any surplus remaining after such application shall be transferred to the Chargor as soon as reasonably practicable.

## **10. RIGHTS AND REMEDIES**

### **10.1 Rights cumulative**

The rights and remedies of the Sellers conferred by this charge are cumulative, may be exercised as often as the Sellers consider appropriate and are in addition to their rights and remedies under the general law.

### **10.2 Waivers**

Any waiver or variation of any right or remedy (whether arising under this charge or under the general law), or any consent given under this charge, is only effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the circumstances for which it was given and shall not prevent the party giving it from subsequently relying on the relevant provision.

### **10.3 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Sellers shall in any way preclude the Sellers from exercising any right or remedy under this charge, or constitute a suspension or variation of any such right or remedy.

**10.4 Delay**

No delay or failure to exercise any right or power under this charge shall operate as a waiver of any such right or remedy.

**10.5 Single or partial exercise**

No single or partial exercise of any right or remedy under this charge shall prevent any further or other exercise of such right or remedy, or the exercise of any other right or remedy under this charge.

**10.6 Partial invalidity**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this charge under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

**10.7 Counterparts**

This charge may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

**10.8 Perpetuity period**

If the rule against perpetuities applies to any trust created by this charge, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

**11. NOTICES**

**11.1 Notices under this Deed will be in writing and sent to the person and address as set out in this Deed. They may be given, and will be deemed received:**

11.1.1 by post: 48 hours after posting;

11.1.2 by hand: on delivery.

**12. GOVERNING LAW AND JURISDICTION**

**12.1 This Deed is governed by the laws of England and Wales.**

**12.2 The parties will submit to the exclusive jurisdiction of the courts of England and Wales.**

## **SCHEDULE 1 – COVENANTS**

### **1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Chargor shall not at any time, except with the prior written consent of the Sellers:

- 1.1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrance created by this charge;
- 1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property; or
- 1.3 create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party.

### **2. PRESERVATION OF CHARGED PROPERTY**

The Chargor shall so far as is in its power ensure that without the consent of the Sellers the Company will not:

- 2.1 consolidate or subdivide any of its stock or shares or reduce or reorganise its share capital in any way;
- 2.2 issue any new shares or stock; or
- 2.3 refuse to register any transfer of any of its shares which may be lodged for registration by or on behalf of the Sellers or the Chargor in accordance with this charge.

### **3. NO ADVERSE ACTIONS OR VARIATIONS**

The Chargor shall not cause or so far as is in its power permit to be done anything which may adversely affect the security created by this charge or which is a variation or abrogation of the rights attaching to or conferred on all or any part of the Charged Property by this charge, without the prior written consent of the Sellers.

## **SCHEDULE 2 – ENFORCEMENT**

### **1. ENFORCEMENT EVENTS**

#### **1.1 This charge shall be enforceable if:-**

1.1.1 any of the Secured Liabilities are not paid or discharged when the same ought to be paid or discharged by the Chargor; or

1.1.4 the winding-up of the Chargor or:-

(i) the Chargor entering into a creditors voluntary arrangement within the meaning of Schedule A1 of the Insolvency Act 1986 (as amended) and appointing a 'supervisor' in connection with the same; or

(ii) the Chargor entering administration within the meaning of Schedule B1 of the Insolvency Act 1986 (as amended) and appointing an 'administrator' in connection with the same,

and in any such event (whether or not the event is continuing) the Sellers or any nominee of the Sellers may without further notice, without regard to the restrictions contained in section 103 of the Law of Property Act 1925 and without prejudice to any of the Sellers' other rights, immediately exercise all the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this charge without any restrictions.

### **2. POWER OF SALE**

Notwithstanding that as between the Sellers and a purchaser from the Sellers, the power of sale arises on and is exercisable at any time after the execution of this charge, the Sellers shall not exercise that power of sale until an event (as specified in the paragraph 1 of this Schedule 2) entitling the Sellers to enforce its security has occurred.

### **3. PROTECTION OF THIRD PARTIES**

3.1 No purchaser, mortgagee or other person dealing with the Sellers or their nominee shall be concerned to:

3.1.1 enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or not discharged, or whether the power the Sellers is purporting to exercise has become exercisable; or

3.1.2 see to the application of any money paid to the Sellers or their nominee.

### **4. APPROPRIATION**

Neither the Sellers nor any nominee of the Sellers shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first

towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

**5. STATUTORY PROTECTION**

All the protection to purchasers contained in sections 104 and 107 of the Law of Property Act 1925, section 42(3) of the Insolvency Act 1986 or in any other appropriate legislation shall apply to any person purchasing from the Sellers or any nominee of the Sellers as a result of the Sellers exercising or purporting to exercise their power of sale under this charge.

The Parties have executed and delivered this document as a Deed on the date first stated above

**EXECUTED** as a **DEED** by )  
**DIANA LAW** )  
in the presence of: )

.....*Diana Law*.....  
Signature

Witness Signature: *[Signature]* .....

Name: *CHRIS HARDY* .....

Address: *3 ST MARY'S PARSONAGE*  
*MANCHESTER* .....

Occupation: *SOLICITOR* .....

**EXECUTED** as a **DEED** by )  
**GARY NEVILLE** )  
in the presence of: )

.....  
Signature

Witness Signature: .....

Name: .....

Address: .....

Occupation: .....

**EXECUTED** as a **DEED** by )  
**KEVIN LUCKHURST** )  
in the presence of: )

.....  
Signature

Witness Signature: .....

Name: .....

Address: .....

Occupation: .....

The Parties have executed and delivered this document as a Deed on the date first stated above

**EXECUTED as a DEED by** )  
**DIANA LAW** )  
in the presence of: )

.....  
Signature

Witness Signature: .....

Name: .....

Address: .....



*Charlotte D*

CHARLOTTE D

AND

.....  
Occupation: . MANAGER

**EXECUTED as a DEED by** )  
**KEVIN LUCKHURST** )  
in the presence of: )

.....  
Signature

Witness Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

The Parties have executed and delivered this document as a Deed on the date first stated above

**EXECUTED** as a **DEED** by )  
**DIANA LAW** )  
in the presence of: )

.....  
Signature

Witness Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**EXECUTED** as a **DEED** by )  
**GARY NEVILLE** )  
in the presence of: )

.....  
Signature

Witness Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**EXECUTED** as a **DEED** by )  
**KEVIN LUCKHURST** )  
in the presence of: )

.....  
Signature

Witness Signature:  .....

Name: ...NEIL HARRISON.....

Address: 26 Hedley Road.....

St Albans, Herts, AL1 5JW.....

Occupation: IFA.....



EXECUTED as a DEED by )  
SCOTT MELVIN )  
in the presence of: )

.....  
Signature

Witness Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

EXECUTED as a DEED by )  
REACH4ENTERTAINMENT ENTERPRISES PLC )  
acting by a director )  
in the presence of: )

.....  
Director's signature

.....  
Director's name

Witness Signature:  .....

Name: ..NEIL HARRISON.....

Address: 26 Hedley Road ..

St. Albans, Herts, AL1 5JW

Occupation: ....IFA.....

Occupation: .....  
**EXECUTED as a DEED by** )  
**SCOTT MELVIN** )  
in the presence of: )

.....  
Signature

Witness Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**EXECUTED as a DEED by** )  
**REACH4ENTERTAINMENT ENTERPRISES PLC** )  
acting by a director )  
in the presence of: )

  
.....  
Director's signature

LINZI ALLEN  
.....  
Director's name

Witness Signature:  .....

Name: SARAH BROWN .....

Address: 207 REEDHAM CLOSE  
N17 9PZ .....

Occupation: PA .....