



**Registration of a Charge**

Company Name: **EMERALD PUBLISHING LIMITED**

Company Number: **03080506**



XB6A8L4P

Received for filing in Electronic Format on the: **16/06/2022**

**Details of Charge**

Date of creation: **09/06/2022**

Charge code: **0308 0506 0016**

Persons entitled: **OWL ROCK CORE INCOME CORP. (AS SECURITY AGENT)**

Brief description: **VARIOUS TRADE MARKS INCLUDING: "EMERALD PUBLISHING" BEARING REGISTRATION / APPLICATION NUMBER UK0003164053; "MANAGEMENT FIRST LOGO" BEARING REGISTRATION / APPLICATION NUMBER UK00903246758. FOR ADDITIONAL LISTINGS AND DETAILS PLEASE REFER TO SCHEDULE 3, PART 2 OF THE SECURITY 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:

**IAN LUBY**



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

Company number: 3080506

Charge code: 0308 0506 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2022 and created by EMERALD PUBLISHING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th June 2022 .

Given at Companies House, Cardiff on 20th June 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**

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with s.859A of the Companies Act 2006, is a correct copy of the original security instrument.

Signature: Ian Luby  
Name: Ian Luby  
Title: Solicitor  
Date: 15 June 2022

## SECURITY ACCESSION DEED

**THIS SECURITY ACCESSION DEED** is made on 9 June 2022

### **BETWEEN:**

- (1) **Emerald Publishing Limited**, a private limited company incorporated in England and Wales with registered number 03080506 having its registered office at Howard House, Wagon Lane, Bingley, West Yorkshire, BD16 1WA (the “**New Chargor**”); and
- (1) **Owl Rock Core Income Corp.** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

### **RECITAL:**

This deed is supplemental to a debenture dated 8 June 2022 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented 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 shall have the same meaning when used in this deed.

##### **1.2 Construction**

Clauses 1.2 (*Construction*) to 1.7 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this deed.

#### **2. ACCESSION OF NEW CHARGOR**

##### **2.1 Accession**

The 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**

The New Chargor as primary obligor, covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay or discharge the Secured Obligations when they fall due in accordance with the Secured Debt Documents.

##### **2.3 Specific Security**

- (a) Subject to the Agreed Security Principles and Clause 2.6 (*Excluded Property*), the New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (for itself and for the benefit of the Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest including the benefit of all licenses, consents and agreements held by the Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset

and any other property, rights or claims relating to, accruing to or deriving from the asset:

- (i) by way of first legal mortgage all Material Property acquired after the Closing Date (including any such property specified in Schedule 1 (*Properties*)); and
- (ii) by way of first fixed charge:
  - (A) all other interests (not charged under paragraph (a)(i) above) in any Material Property acquired after the Closing Date;
  - (B) all of its rights, title and interest in the Intellectual Property;
  - (C) all of its rights, title and interest in the Equipment;
  - (D) all the Investments, Shares and all corresponding Related Rights;
  - (E) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
  - (F) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
  - (G) all monies from time to time standing to the credit of the Account (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;
  - (H) its goodwill and uncalled capital; and
  - (I) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and proceeds and claims under) the Insurance Policies and the Assigned Agreements.
- (b) Until the occurrence of an Event of Default which is continuing, the New Chargor may continue to deal with the assets listed in paragraph (a) above in the ordinary course of business, provided that such dealing is permitted or not prohibited by the Secured Debt Documents (including, for the avoidance of doubt, this Security Accession Deed).

## **2.4 Security Assignment**

Subject to the Agreed Security Principles and Clause 2.6 (*Excluded Property*), as further continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in:

- (a) the proceeds and claims under the Insurance Policies of the New Chargor; and
- (b) the Assigned Agreements of the New Chargor,

subject in each case to reassignment by the Security Agent to the New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

## **2.5 Floating charge**

- (a) Subject to the Agreed Security Principles and Clause 2.6 (*Excluded Property*), as further security for the payment of the Secured Obligations, the New Chargor charges with full

title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.

- (b) Paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

## 2.6 **Excluded Property**

- (a) For the avoidance of doubt all and any Excluded Property owned by the New Chargor or in which the New Chargor has an interest shall be excluded from the charge created by Clause 2.3 (*Specific Security*), Clause 2.4 (*Security Assignment*) and Clause 2.5 (*Floating charge*).
- (b) The representations, warranties and undertakings in this Security Accession Deed or the Debenture which would apply to an asset or undertaking but for that asset or undertaking being Excluded Property shall not be made in respect of or apply to that Excluded Property.

## 3. **NEGATIVE PLEDGE**

The New Chargor may not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property under this deed (other than in respect of assets charged under paragraph (a) of Clause 2.5 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted or not prohibited by the Secured Debt Documents or with the prior consent of the Security Agent (acting on the instructions of the Instructing Group).

## 4. **CONSTRUCTION OF DEBENTURE**

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

## 5. **DESIGNATION AS A FINANCE DOCUMENT**

This deed is designated as a Security Document.

## 6. **FAILURE TO EXECUTE**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other Parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

7. **NOTICES**

The New Chargor confirms that its address details for notices in relation to Clause 23 (*Notices*) of the Debenture are as follows:

Address: Howard House, Wagon Lane, Bingley, West Yorkshire, BD16 1WA

Email: etregenza@emerald.com

Attention: Emma Tregenza

8. **GOVERNING LAW AND JURISDICTION**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

Paragraph (b) of Clause 26 (*Governing Law and Jurisdiction*) of the Debenture shall be deemed to be incorporated into this deed, *mutatis mutandis*, as if set out in full in this deed.

**IN WITNESS** whereof this document has been duly executed as a deed and is delivered on the date first above written.

**SIGNATORIES TO SECURITY ACCESSION DEED**

**THE NEW CHARGOR**

**EXECUTED as a DEED** by Emerald Publishing Limited acting by:

REDACTED

By:

Name: SIMON COX  
Title: DIRECTOR

Witness signature

REDACTED

Witness name:

TERENCE COX

Witness address:

REDACTED

Witness occupation

RETIRED



**THE SECURITY AGENT**

**EXECUTED** for and on behalf of **OWL ROCK CORE INCOME CORP.**

**REDACTED**

By:

Name: Meenal Mehta \_\_\_\_\_

Title: Authorized Signatory

**Notice Details**

Address: 399 Park Avenue, 38<sup>th</sup> Floor, New York, New York 10022

Attention: Bryan Cole

Email: bryan.cole@blueowl.com; finance@blueowl.com

**SCHEDULES TO SECURITY ACCESSION DEED**

**SCHEDULE 1**

**PROPERTIES**

**N/A**

**SCHEDULE 2**  
**SHARES AND INVESTMENTS**

**Part 1**

SHARES

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
N/A	N/A	N/A

**Part 2**

INVESTMENTS

<b>Name of Chargor which holds the investments</b>	<b>Name of issuer</b>	<b>Number and description of investments</b>
N/A	N/A	N/A

**SCHEDULE 3**  
**INTELLECTUAL PROPERTY**



**Part 1**

**Patents**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Description</b>	<b>Patent No. / Application No.</b>	<b>Date of Registration/ Application</b>
N/A	N/A	N/A	N/A	N/A

**Part 2**

**Trade Marks and Trade Mark Applications**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No./ Application No.</b>	<b>Date of Registration/ Application</b>
Emerald Publishing Limited	United Kingdom	Emerald Publishing	09, 16, 35, 38, 41, 42	UK00003164053	11 May 2016
Emerald Publishing Limited	United Kingdom	management first logo	16, 41	UK00903246758	30 Jun 2003
Emerald Publishing Limited	United Kingdom		09, 16, 41	UK00903617057	13 Jan 2004
Emerald Publishing Limited	United Kingdom	EMERALD PUBLISHING	09, 16, 41	UK00801387282	27 Jul 2017
Emerald Publishing Limited	United Kingdom		09, 16, 41	UK00002346186	17 Oct 2003
Emerald Publishing Limited	United Kingdom	CaseClever / Case Clever (Series of 2)	09, 16, 41	UK00003151563	24 Feb 2016
Emerald Publishing Limited	United Kingdom	<b>CaseClever</b>	09, 16, 41	UK00003164047	11 May 2016

**Part 3**

**Registered Designs and Applications for Registered Designs**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Design</b>	<b>Patent No. / Application No.</b>	<b>Date of Registration/ Application</b>
N/A	N/A	N/A	N/A	N/A

**Part 4**

**Unregistered Designs**

<b>Name of Chargor</b>	<b>Description</b>	<b>Date of Creation</b>	<b>Author</b>
N/A	N/A	N/A	N/A

**SCHEDULE 4**  
**BANK ACCOUNTS**

<b>Name of Chargor</b>	<b>Sort Code or SWIFT/BIC Code</b>	<b>Account Number</b>	<b>Currency</b>	<b>Bank</b>
Emerald Publishing Limited	REDACTED	REDACTED	AUD	BARCLAYS
Emerald Publishing Limited	REDACTED	REDACTED	EUR	BARCLAYS
Emerald Publishing Limited	REDACTED	REDACTED	GBP	BARCLAYS
Emerald Publishing Limited	REDACTED	REDACTED	USD	BARCLAYS
Emerald Publishing Limited	REDACTED	REDACTED	USD	BARCLAYS
Emerald Publishing Limited	REDACTED	REDACTED	AUD	HSBC UK
Emerald Publishing Limited	REDACTED	REDACTED	CAD	HSBC UK
Emerald Publishing Limited	REDACTED	REDACTED	EUR	HSBC UK
Emerald Publishing Limited	REDACTED	REDACTED	GBP	HSBC UK
Emerald Publishing Limited	REDACTED	REDACTED	JPY	HSBC UK

Emerald Publishing Limited	REDACTED	REDACTED	USD	HSBC UK
Emerald Publishing Limited	REDACTED	REDACTED	GBP	HSBC UK

**SCHEDULE 5**  
**INSURANCE POLICIES**

N/A