



**Registration of a Charge**

Company Name: **COOLABI LICENSING LIMITED**

Company Number: **04719448**



XB803TW2

Received for filing in Electronic Format on the: **11/07/2022**

**Details of Charge**

Date of creation: **07/07/2022**

Charge code: **0471 9448 0007**

Persons entitled: **SANNE GROUP (UK) LIMITED**

Brief description:

**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: **REED SMITH LLP**



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

Company number: 4719448

Charge code: 0471 9448 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2022 and created by COOLABI LICENSING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th July 2022 .

Given at Companies House, Cardiff on 13th July 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

**THIS SECURITY ACCESSION DEED** is dated 7 July 2022 and is made between:

- (1) Quest Digital Ltd (registered in England and Wales with registered number 12991489 and with its registered address at 12 The Drive, Cobham, Surrey, England, KT11 2JQ) for itself and for the Chargors (the '**Company**');;
- (2) The parties listed in Schedule 1 (*Additional Chargors*) as additional chargors (each an '**Additional Chargor**' and together the '**Additional Chargors**'); and
- (3) Sanne Group (UK) Limited as security trustee for itself and the other Secured Parties (the '**Security Agent**');;

### WHEREAS:

- (A) This Security Accession Deed is supplemental to a debenture dated 7 July 2022 between, among others, the Company and the Security Agent (the '**Debenture**') and each Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) Each Additional Chargor has also entered into a Accession Deed to the Facilities Agreement on or about the date of this Security Accession Deed and by doing so appoints the Company as its agent on the terms set out in the Facilities Agreement.
- (C) The Additional Chargors are required to enter into this Security Accession Deed as a condition of the Finance Documents.

**IT IS AGREED** as follows:

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

### 1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of Property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those clauses to 'this Debenture' shall be construed as reference to this Security Accession Deed.

## 2 ACCESSION OF THE ACCEDING CHARGORS

### 2.1 Accession

Each Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

### 2.2 Covenant to pay

Each Additional Chargor covenants with the Security Agent as security trustee for the Secured Parties to pay, discharge and satisfy the Secured Obligations when they become due for payment, discharge and satisfaction in accordance with their respective terms.

### 3 **FIXED SECURITY**

#### 3.1 **General**

All Security created by each Additional Chargor under this Clause 3 and Clause 4 (*Floating charge*) inclusive is:

- (a) granted in favour of the Security Agent as Security Agent for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but subject to any Permitted Security); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of each Additional Chargor in and to the relevant Charged Asset.

#### 3.2 **Legal Mortgage**

Each Additional Chargor charges by way of first legal mortgage, the Material Real Property (including the Real Property specified in Schedule 2 (*Material Real Property*) to this Security Accession Deed)).

#### 3.3 **Assignment by way of Security**

- (a) Each Additional Chargor assigns and agrees to assign absolutely with to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal Mortgage*) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (in each case subject to a proviso for reassignment upon the expiry of the Security Period):
  - (i) any Insurance Policies; and
  - (ii) each Specific Contract.
- (b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts.

#### 3.4 **Fixed charges**

Each Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal Mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (a) by way of first fixed charge, the Material Real Property;
- (b) by way of first fixed charge, the Accounts;
- (c) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of first fixed charge, the Intellectual Property;

- (e) by way of first fixed charge, the Plant and Machinery;
- (f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of first fixed charge, the Investments;
- (h) by way of first fixed charge, any beneficial interest, claim or entitlement it has to any pension fund now or in the future; and
- (i) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

### 3.5 **Fixed security**

Clause 3.2 (*Legal Mortgage*) and Clause 3.3 (*Assignment by way of Security*) 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 Security Accession 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.

## 4 **FLOATING CHARGE**

### 4.1 **Floating charge**

- (a) Each Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than:
  - (i) assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal Mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively; or
  - (ii) any Excluded Bank Accounts.
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

### 4.2 **Conversion of floating charge to fixed Security**

- (a) The Security Agent may at any time by notice to an Additional Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:
  - (i) this Security Accession Deed is enforceable in accordance with clause 14 (*When Security Becomes Enforceable*) of the Debenture;
  - (ii) the Security Agent reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
  - (iii) the Security Agent considers that it is necessary in order to protect the priority of the Debenture; or
  - (iv) an Event of Default under clause 26.7 (*Insolvency Proceedings*) of the Facilities Agreement is continuing.

- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge if:
  - (i) any Additional Chargor creates (or attempts to create) any Security over any Charged Asset (save as expressly permitted under the Facilities Agreement);
  - (ii) any Additional Chargor disposes (or attempts to dispose) of all or any of its Charged Asset (save as expressly permitted under the Facilities Agreement);
  - (iii) any person levies (or attempts to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within two Business Days); or
  - (iv) an Administration Event occurs.

## 5 TRUST

- (a) Subject to clause 12.6 (*Third Party Consents for Leases*) of the Debenture and paragraphs (b) and (c) below, any Security under Clause 3 (*Fixed Security*) shall not extend to any contract which does not permit the applicable Additional Chargor to grant a mortgage over, or fixed charge or, as the case may be, assignment of its rights and benefits thereunder (including any such contract which requires the consent of any third party (other than a member of the Group) for the Additional Chargor to grant such charge).
- (b) If or to the extent that the assignment or charging of any Charged Asset is prohibited, each Additional Chargor will hold it on trust for the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties) as security for the payment, discharge and performance of the Secured Obligations. Notwithstanding the other terms of this Clause, prior to the occurrence of an Enforcement Event, each Additional Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection such contracts unless otherwise restricted under a Finance Document.
- (c) Paragraph (a) above shall not apply to any contract solely between members of the Group and/or the Parent.

## 6 CONSENT OF EXISTING CHARGING COMPANIES

The Company agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed).

## 7 SECURITY POWER OF ATTORNEY

### 7.1 Appointment and powers

Each Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Additional Chargors by this Security Accession Deed or any other agreement binding on any Additional Chargor to which the Security Agent and any Additional Chargor is party (including, subject to the Agreed Security Principles, the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets); and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Security has become enforceable in accordance with clause 14 (*When Security Becomes Enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

## 7.2 **Exercise of power of attorney**

The Security Agent may only exercise the power of attorney granted pursuant to Clause 7.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by an Additional Chargor to comply with any further assurance or perfection of security obligations required by the terms of the Security within 10 Business Days of being notified of that failure by the Security Agent (with a copy of such notice being sent to the Company) and being requested to comply.

## 8 **COUNTERPARTS**

This Security Accession Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Security Accession Deed.

## 9 **GOVERNING LAW AND JURISDICTION**

Clause 29 (*Governing Law and Jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

**This Security Accession Deed** has been entered as a deed and delivered on the date given at the beginning of this Deed.

**SCHEDULE 1**  
**ADDITIONAL CHARGORS**

<b>Name of Additional Chargor</b>	<b>Registration number (or equivalent, if any) and jurisdiction of incorporation</b>
Coolabi Group Limited	07192983 – England and Wales
Coolabi Limited	03735898 – England and Wales
WP Acquisitions Limited	08049206 – England and Wales
Working Partners Holdings Ltd	05868273 – England and Wales
Working Partners Limited	06062833 – England and Wales
The Greenhouse Literary Agency Limited	06381137 – England and Wales
Beast Quest Limited	06273127 – England and Wales
Coolabi Productions Limited	05379061 – England and Wales
Coolabi Licensing Limited	04719448 – England and Wales
Licensing by Design Limited	02419356 – England and Wales
Purple Enterprises Limited	02695472 – England and Wales
Indie Kids International Limited	04395436 – England and Wales
Coolabi Productions Scream Street I Limited	03749704 – England and Wales
Coolabi Productions Clangers I Limited	08932267 – England and Wales
Coolabi Productions Clangers III Limited	11411543 – England and Wales
Coolabi Productions Scream Street II Limited	11815559 – England and Wales
Beast Quest Acquisitions Limited	08049237 – England and Wales
Poppy Cat Series II Limited	06910021 – England and Wales
Clangers Series 1 (2013) Limited	05131179 – England and Wales
Scream Street Series I Limited	05182702 – England and Wales



**SCHEDULE 2**  
**MATERIAL REAL PROPERTY**

*[None at the date of this Security Accession Deed]*

**SCHEDULE 3  
SHARES**

<b>CHARGOR</b>	<b>NAME OF COMPANY IN WHICH SHARES ARE HELD</b>	<b>CLASS OF SHARES HELD</b>	<b>NUMBER OF SHARES HELD</b>
Coolabi Group Limited	Coolabi Limited	Deferred shares of £0.0095 each  Ordinary shares of £0.01 each	490,520,871  63,845,063
Coolabi Group Limited	WP Acquisitions Limited	Ordinary A shares of £0.01 each  Ordinary B shares of £0.01 each	11,983  11,983
Coolabi Group Limited	Beast Quest Acquisitions Limited	Ordinary A shares of £0.01 each  Ordinary B shares of £0.01 each	10,000  10,000
WP Acquisitions Limited	Working Partners Holdings Ltd	Ordinary shares of £0.01 each  Ordinary A shares of £0.01 each  Ordinary B shares of £0.01 each  Preference shares of £0.01 each	9,225  775  803  4,978
Working Partners Holdings Limited	Working Partners Limited	Ordinary shares of £0.01 each	47,637
Working Partners Holdings Ltd	The Greenhouse Literary Agency Limited	Ordinary shares of £1.00 each	100
Beast Quest Acquisitions Limited	Beast Quest Limited	Ordinary shares of £1.00 each	100
Coolabi Limited	Coolabi Licensing Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Licensing by Design Limited	Ordinary shares of £1.00 each	1,000
Coolabi Limited	Coolabi Productions Limited	Ordinary shares of £1.00 each	3

Coolabi Limited	Coolabi Publishing Limited	Ordinary shares of £1.00 each	3
Coolabi Limited	PRNA Limited	Ordinary shares of £1.00 each	3
Coolabi Limited	Purple Enterprises Limited	Ordinary shares of £1.00 each	100
Coolabi Limited	Poppy Cat Series II Limited	Ordinary shares of £1.00 each	1
Coolabi Limited	Indie Kids Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Indie Kids International Limited	Ordinary shares of £0.01 each	6,975
Coolabi Limited	Clangers Series I (2013) Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Scream Street Series I Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Coolabi Productions Scream Street I Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Alibi Productions (Sir Gadabout) Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Alibi Productions (Sir Gads 2) Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Alibi Productions (Dead) Limited	Ordinary shares of £1.00 each	3
Coolabi Limited	Alibi Productions (Safe House) Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Alibi Films International Limited	Ordinary shares of £1.00 each	2
Coolabi Productions Limited	Coolabi Productions PC II Limited	Ordinary shares of £1.00 each	2
Coolabi Productions Limited	Coolabi Productions Clangers I Limited	Ordinary shares of £1.00 each	2
Coolabi Productions Limited	Coolabi Productions Clangers II Limited	Ordinary shares of £1.00 each	2

Coolabi Productions Limited	Coolabi Productions Clangers III Limited	Ordinary shares of £1.00 each	1
Coolabi Productions Limited	Coolabi Productions Scream Street II Limited	Ordinary shares of £1.00 each	2

**SCHEDULE 4  
INTELLECTUAL PROPERTY**

COMPANY	MARK	TERRITORY	NUMBER	STATUS	CLASSES
BEAST QUEST LIMITED	Beast Quest	UK	<u>UK2398890</u>	Registered	16
	Beast Quest	UK	UK2455460	Registered	9, 28
	Beast Quest	EU	EU005928312	Registered	9, 16, 28
	Beast Quest	UK	UK00905928312	Registered	9, 16, 28
	Beast Quest	US	US3241665	Registered	16
	Beast Quest	US	US3593684	Registered	9

COMPANY	MARK	TERRITORY	NUMBER	STATUS	CLASSES
COOLABI PRODUCTIONS LIMITED	Clangers	UK	<u>UK3107405</u>	Registered	3, 7, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Clangers	EU	WO1283423	Registered	3, 7, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Clangers	UK	UK00801283423	Registered	3, 7, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Clangers	US	WO1283423 (US4995565)	Registered	3, 7, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Clangers	Australia	WO1283423 (AU1746209)	Registered	3, 7, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Clangers (English logo)	China	Multiple	Registered	9, 16, 18, 21, 24, 25, 26, 28, 30, 41
	Clangers (Chinese word)	China	Multiple	Registered	3, 5, 8, 9, 16, 18, 20, 21, 24, 25, 26, 28, 29, 30, 41

COOLABI PRODUCTIONS LIMITED	Clangers (Chinese logo)	China	Multiple	Registered	3, 5, 8, 9, 16, 18, 20, 21, 24, 25, 26, 28, 29, 30, 41
	Scream Street	EU	EU017600792	Registered	3, 9, 16, 18, 21, 24, 25, 28, 38, 41
	Scream Street	UK	UK00917600792	Registered	3, 9, 16, 18, 21, 24, 25, 28, 38, 41

COMPANY	MARK	TERRITORY	NUMBER	STATUS	CLASSES
WORKING PARTNERS LIMITED	Warrior Cats	EU	EU017903608	Registered	3, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Warrior Cats	UK	UK0091790360 8	Registered	3, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Warrior Cats	US	US5842290	Registered	3, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41

**SCHEDULE 5  
INSURANCE POLICIES**

INSURER	POLICY NUMBER	CHARGOR	TYPE OF INSURANCE	START DATE OF POLICY
Hiscox Insurance Co Ltd	PL-PSC10003021961/00	Coolabi Group Ltd	Commercial Combined Professional Indemnity Cyber and data	11 May 2022
DAS Legal Expenses Insurance Co Ltd	TT8/6843778	Coolabi Group Ltd	Commercial Legal Expenses	4 May 2022
CFC Underwriting Ltd	DOJ0031355960	Coolabi Group Ltd	Management Liability	5 May 2021 extended to 4 August 2022
AIG UK Ltd	0010703273	Coolabi Group Ltd & subs	Lifeline Plus Group Personal Accident and Travel Policy	5 May 2022
AVIVA	BPL02TJ79	Coolabi Group Ltd	Business Life Insurance Options (cover for Jeremy Banks)	25 September 2019 (5 year cover)
Canada Life	E13465/1/L	Coolabi Ltd	Group Life Assurance Scheme	*** 1 April 2021 (renewal on hold covered till renewed)
AXA Health	6432R	Coolabi Ltd	Business Priority Health	1 July 2021
Canada Life	G94861/1/L	Working Partners Ltd	Death Service	in 10 May 2021 (in the process of renewal as group policy as stated in ***)
Vitality Health	20021947	Working Partners Ltd	Business Healthcare	1 September 2021

**SCHEDULE 6**  
**ACCOUNTS**



Account Holder	Currency	Account Number	Sort Code	Bank and Branch Address
Coolabi Group Limited	USD			Santander UK Plc Bootle Merseyside L30 4GB
	GBP			Santander UK Plc Bootle Merseyside L30 4GB
	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Coolabi Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB
	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Coolabi Productions Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Coolabi Licensing Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Purple Enterprises Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Working Partners Limited	EURO (WP Rights People)			Santander UK Plc Bootle Merseyside L30 4GB
	USD			Santander UK Plc Bootle Merseyside L30 4GB
	GBP			Santander UK Plc Bootle Merseyside L30 4GB
	GBP			Coutts & Co 440 Strand London WC2R 0QS
	GBP			Coutts & Co 440 Strand London WC2R 0QS
	USD			Coutts & Co 440 Strand London WC2R 0QS
	USD			Coutts & Co 440 Strand London WC2R 0QS
	EURO			Coutts & Co 440 Strand London WC2R 0QS
WP Acquisitions Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Beast Quest Acquisitions Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB

Working Partners Holdings Ltd	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Beast Quest Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB
	GBP			Coutts & Co 440 Strand London WC2R 0QS
Indie Kids International Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Licensing By Design Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB

**SCHEDULE 7  
EXCLUDED BANK ACCOUNTS**

<b>Account Holder</b>	<b>Currency</b>	<b>Account Number</b>	<b>Sort Code</b>	<b>Bank and Branch Address</b>
Working Partners Limited	GBP	██████████	██████████	Santander UK Plc Bootle Merseyside L30 4GB
	USD	██████████	██████████	Santander UK Plc Bootle Merseyside L30 4GB
The Greenhouse Literary Agency Limited	USD	██████████	██████████	Santander UK Plc Bootle Merseyside L30 4GB
	GBP	██████████	██████████	Santander UK Plc Bootle Merseyside L30 4GB
	USD	██████████		Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-5118 United States

**SIGNATURES TO THE SECURITY ACCESSION DEED**

**THE COMPANY**

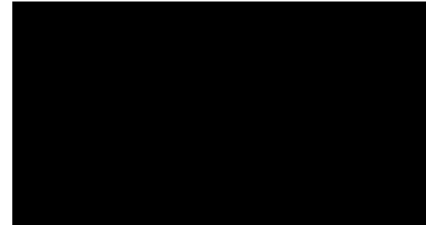
**EXECUTED** as a **DEED** by )

**QUEST DIGITAL LTD** )

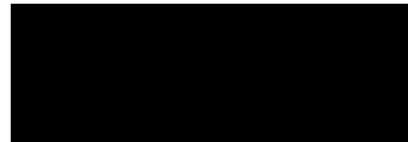
acting by )

Scott Lanphere , a director, )

in the presence of: )



Director



Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

Blaise Lanphere

**THE ADDITIONAL CHARGORS**

**COOLABI GROUP LIMITED**

EXECUTED as a DEED by )  
COOLABI GROUP LIMITED )  
acting by )  
Timothy Ricketts , a director, )  
in the presence of: )

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Director

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Witness signature: )  
Witness name: )  
Witness occupation: )  
Witness address: )

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Helen Ricketts  
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Helen Ricketts  
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**COOLABI LIMITED**

EXECUTED as a DEED by )

COOLABI LIMITED )

acting by )

Timothy Ricketts, a director, )

in the presence of: )

Director

Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

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Helen Ricketts

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Helen Ricketts

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**WP ACQUISITIONS LIMITED**

EXECUTED as a DEED by )  
WP ACQUISITIONS LIMITED )  
acting by )  
Timothy Ricketts, a director, )  
in the presence of: )

[Redacted Signature]

Director

[Redacted Signature]

Witness signature: )  
Witness name: )  
Witness occupation: )  
Witness address: )

Helen Ricketts  
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**WORKING PARTNERS HOLDINGS LTD**

EXECUTED as a DEED by )  
WORKING PARTNERS HOLDINGS LTD )  
acting by )  
Timothy Ricketts, a director, )  
in the presence of: )



Director



Witness signature: )  
Witness name: )  
Witness occupation: )  
Witness address: )

Helen Ricketts





**WORKING PARTNERS LIMITED**

EXECUTED as a DEED by )  
WORKING PARTNERS LIMITED )  
acting by )  
Timothy Ricketts, a director, )  
in the presence of: )



Director



Witness signature: )  
Witness name: )  
Witness occupation: )  
Witness address: )

Helen Ricketts

[Redacted]

[Redacted]

[Redacted]

[Redacted]

**THE GREENHOUSE LITERARY AGENCY  
LIMITED**

EXECUTED as a DEED by )

THE GREENHOUSE LITERARY AGENCY )  
LIMITED )

acting by )

Timothy Ricketts , a director, )

in the presence of: )

Director

Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

Helen Ricketts

**BEAST QUEST LIMITED**

EXECUTED as a DEED by \_\_\_\_\_ )

BEAST QUEST LIMITED )

acting by \_\_\_\_\_ )

Timothy Ricketts, a director, )

in the presence of: \_\_\_\_\_ )

Director

Witness signature: \_\_\_\_\_ )

Witness name: \_\_\_\_\_ )

Witness occupation: \_\_\_\_\_ )

Witness address: )

Helen Ricketts

**COOLABI PRODUCTIONS LIMITED**

EXECUTED as a DEED by )

COOLABI PRODUCTIONS LIMITED )

acting by )

Timothy Ricketts, a director, )

in the presence of: )

Director

Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

Helen Ricketts

**COOLABI LICENSING LIMITED**

EXECUTED as a DEED by )

COOLABI LICENSING LIMITED )

acting by )

Timothy Ricketts, a director, )

in the presence of: )

Director

Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

Helen Ricketts

**LICENSING BY DESIGN LIMITED**

EXECUTED as a DEED by )

LICENSING BY DESIGN LIMITED )

acting by )

Timothy Ricketts, a director, )

in the presence of: )

Director

Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

Helen Ricketts





**PURPLE ENTERPRISES LIMITED**

EXECUTED as a DEED by )  
PURPLE ENTERPRISES LIMITED )  
acting by )  
Timothy Ricketts, a director, )  
in the presence of: )

  
.....

Director   
.....

Witness signature: )  
Witness name: )  
Witness occupation: )  
Witness address: )

Helen Ricketts  
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**INDIE KIDS INTERNATIONAL LIMITED**

EXECUTED as a DEED by )

INDIE KIDS INTERNATIONAL LIMITED )

acting by )

Timothy Ricketts, a director, )

in the presence of: )

Director

Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

Helen Ricketts



**COOLABI PRODUCTIONS SCREAM STREET I LIMITED**

EXECUTED as a DEED by )

COOLABI PRODUCTIONS SCREAM )  
STREET I LIMITED )

acting by )

Timothy Ricketts, a director, )

in the presence of: )

Director

Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

Helen Ricketts

**COOLABI PRODUCTIONS CLANGERS I LIMITED**

EXECUTED as a DEED by )

COOLABI PRODUCTIONS CLANGERS I )  
LIMITED )

acting by )

Timothy Ricketts, a director, )

in the presence of: )

Director

Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

Helen Ricketts

Helen Ricketts

**COOLABI PRODUCTIONS SCREAM STREET II LIMITED**

EXECUTED as a DEED by )

COOLABI PRODUCTIONS SCREAM )  
STREET II LIMITED )

acting by )

Timothy Ricketts, a director, )

in the presence of: )

Director

Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

Helen Ricketts

Helen Ricketts

**COOLABI PRODUCTIONS CLANGERS III LIMITED**

EXECUTED as a DEED by )

COOLABI PRODUCTIONS CLANGERS III )  
LIMITED )

acting by )

Timothy Ricketts, a director, )

in the presence of: )

Director

Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

Helen Ricketts

Helen Ricketts

**BEAST QUEST ACQUISITIONS LIMITED**

EXECUTED as a DEED by )

BEAST QUEST ACQUISITIONS LIMITED )

acting by )

Timothy Ricketts, a director, )

in the presence of: )

Director

Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

Helen Ricketts

Helen Ricketts





**POPPY CAT SERIES II LIMITED**

EXECUTED as a DEED by )  
POPPY CAT SERIES II LIMITED )  
acting by )  
Timothy Ricketts, a director, )  
in the presence of: )

  
.....

Director   
.....

Witness signature: )  
Witness name: )  
Witness occupation: )  
Witness address: )

Helen Ricketts  
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Helen Ricketts  
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**CLANGERS SERIES 1 (2013) LIMITED**

EXECUTED as a DEED by )

CLANGERS SERIES 1 (2013) LIMITED )

acting by )

Timothy Ricketts, a director, )

in the presence of: )

Director

Witness signature: )

Witness name: )

Witness occupation: )

Witness address: )

Helen Ricketts

Helen Ricketts

**SCREAM STREET SERIES I LIMITED**

EXECUTED as a DEED by )  
SCREAM STREET SERIES I LIMITED )  
acting by )  
Timothy Ricketts, a director, )  
in the presence of: )

Director

Witness signature: )  
Witness name: )  
Witness occupation: )  
Witness address: )

Helen Ricketts

Helen Ricketts



**THE SECURITY AGENT**

**SANNE GROUP (UK) LIMITED**

By:



Daniel Hayes

Date: 7 July 2022