

TRANS 010213301/23

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House



Go online to file this information
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A fee is be payable with this form
Please see 'How to pay' d

FEE	PAID
£ 23	M 1
COMPANIES HOUSE	

What this form is for

You may use this form to register
a charge created or evidenced by
an instrument.

X What this form is NOT

You may not use this form
to register a charge where the
instrument. Use form MR01



A23 04/01/2018 #300
COMPANIES HOUSE

THURSDAY

clc £ 23
R13301

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number 0 8 0 3 3 9 0 7
Company name in full Celebro Media Production Limited

(3)

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 8 1 2 2 0 1 7

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Openview Limited (Company No 01543746)

Name

Name


Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4	Brief description	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p> <p>(A) ANY RIGHT, TITLE OR INTEREST WHICH THE BORROWER HAS NOW OR ACQUIRES IN THE FUTURE TO ANY LAND, (B) THE BORROWER'S ASSETS AS SET OUT IN THE INSTRUMENT; AND (C) THE BORROWER'S INTELLECTUAL PROPERTY (INCLUDING ANY COPYRIGHT, PATENTS AND TRADE MARKS, WHETHER REGISTERED OR NOT) AS SET OUT IN THE INSTRUMENT; FOR MORE DETAILS SEE THE INSTRUMENT</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.</p> <p><input type="checkbox"/></p>	<p>^①This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p><input checked="" type="checkbox"/>  <input checked="" type="checkbox"/></p> <p>DIRECTOR OPENFIELD CO</p> <p>This form must be signed by a person with an interest in the charge.</p>	

MR01

Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Robert Iggulden**

Company name **Openview Limited**

Address

94a North End House,

Fitzjames Avenue

Post town

London

County/Region

Postcode **W 1 4 0 R Y**

Country

DX

Telephone **07718 910155**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8033907

Charge code: 0803 3907 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th December 2017 and created by CELEBRO MEDIA PRODUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2018.

Given at Companies House, Cardiff on 8th January 2018



Companies House



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

Dated 28th December 2017

OPENVIEW LIMITED

and

CELEBRO MEDIA PRODUCTION LIMITED

DEBENTURE

THIS IS A CERTIFIED COPY OF
THE ORIGINAL DOCUMENT



S A CHURCH FCA
135 FENTIMAN RD.
LONDON SW8 1JZ

THIS DEED is made on 28th December 2017.

PARTIES

- (1) **OPENVIEW LIMITED**, a company incorporated in England and Wales under number 01543746, whose registered office is at 94a North End House, Fitzjames Avenue, London, England, W14 0RY (the **Lender**); and
 - (2) **CELEBRO MEDIA PRODUCTION LIMITED**, a company incorporated in England and Wales under number 08033907, whose registered office is at 72a High Street, Battle, East Sussex, TN33 0AG (the **Borrower**),
- (the Lender and the Borrower each being a **party** and, together, the **parties**).

RECITALS

- A The Lender has agreed to provide the Borrower with a loan on the terms of the Loan Agreement.
- B It is a condition precedent to the provision of the loan that the Borrower provide security to the Lender to secure the payment and discharge of the Secured Liabilities.
- C The Borrower has agreed to create the security required by entering into this Deed.
- D Under this deed, the Borrower also provides security to the Lender for all its present and future obligations and liabilities to the Lender.

THE PARTIES AGREE:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed, unless otherwise provided:

- | | |
|-----------------------|---|
| Book Debts | all present and future book debts of the Borrower arising in the ordinary course of its business and all benefits, security and rights held in or to secure the payment of the book debts; |
| Borrowed Money | any Indebtedness of the Borrower for or in respect of:
<ol style="list-style-type: none">(a) borrowing or raising money (with or without security), including any premium and any capitalised interest on that money;(b) any bond, note, loan stock, debenture, commercial paper or similar instrument; |

(c) any rental or hire charges under any finance lease (whether for land, machinery, equipment or otherwise);

(d) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on the Borrower's balance sheet because they are contingent, conditional or otherwise);

When calculating Borrowed Money, no liability shall be taken into account more than once;

Charged Assets means all the Land, assets, equipment, goodwill and undertakings of the Borrower present or future for the time being subject to the security interests created by this Deed (including those listed in Schedule 1);

Default Rate 16% per annum;

Encumbrance means any mortgage, charge (whether fixed, floating or equitable), pledge, lien or other security interest of any kind, and any right of set off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Borrower's business;

Event of Default any of the following events:

- (a) the Borrower fails to pay any of the Secured Liabilities when due (or within such cure period as specified in the specific Finance Document relating to the indebtedness), unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date;
- (b) the Borrower fails (other than a failure to pay referred to in paragraph (a) of this definition) to comply with any provision of this Deed or any document under which the Borrower owes obligations to the Lender and (if the Lender considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 20 business days of the earlier of the Lender notifying the Borrower of the default and the remedy required and the Borrower becoming aware of the default;
- (c) the Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a substantial part of its business;

- (d) any Borrowed Money becomes due, or capable of being declared due and payable prior to its stated maturity by reason of an event of default (however described);
- (e) any commitment for Borrowed Money is cancelled or suspended by a creditor of the Borrower by reason of an event of default (however described);
- (f) any creditor of the Borrower becomes entitled to declare any Borrowed Money due and payable prior to its stated maturity by reason of an event of default (however described);
- (g) the Borrower stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due or within 20 days thereof;
- (h) the Borrower fails to inform the Lender prior to commencing negotiations, or entering into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties);
- (i) a moratorium is declared in respect of any Indebtedness of the Borrower;
- (k) the Borrower fails to inform the Lender prior to any action, proceedings, procedure or step being taken for a composition, compromise, assignment or arrangement with any creditor of the Borrower;
- (l) any action, proceedings, procedure or step is taken for the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets;
- (m) the value of the Borrower's assets is less than its liabilities as reported in the quarterly accounting statements;
- (n) any event occurs in relation to the Borrower similar to those set out in paragraphs (g) to (m) (inclusive) under the laws of any applicable jurisdiction;
- (o) a distress, attachment, execution, expropriation, sequestration or other analogous legal process in any jurisdiction is levied, enforced or sued out on, or against, the Borrower's assets;
- (p) any Security on or over the assets of the Borrower becomes enforceable;
- (q) any provision of this Deed or any document under which the Borrower owes obligations to the Lender is or becomes invalid,

unlawful, unenforceable, terminated, disputed, incorrect or ceases to be effective or to have full force and effect;

(r) the Borrower repudiates or shows an intention to repudiate this Deed or any document under which the Borrower owes obligations to the Lender; or

(s) any event occurs (or circumstances exist) which has or is likely to materially and adversely affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this Deed or any document under which the Borrower owes obligations to the Lender;

Equipment	all present and future fixed and moveable plant, machinery, tools, vehicles, computers, office, television production and other equipment owned by the Borrower, including any replacements, modifications and additions thereto; together with the benefit of any agreements, licences and warranties in respect thereof; including the list of equipment annexed to this Deed at Annex 1 and the equipment to be purchased by the Company pursuant to the quotations annexed to this Deed at Annex 2, together with any replacements, modifications and additions thereto;
Finance Documents	means the Loan Agreement, this Deed and any other document designated as such by the Lender;
Loan Agreement	means the loan agreement of the same date as this Deed made between (1) the Lender and (2) the Borrower, for the provision of the loan secured by this Deed;
Indebtedness	any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations;
Intellectual Property	means copyright, patents, know-how, trade secrets, trademarks, trade names, the right to sue in passing off, design right, get-up, database right, customer lists, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or

register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which the Borrower is or may be entitled and (vi) wherever existing and the benefit of any agreement or any licence for the use of any such right;

Land means any right or interest in or over land wherever situated, including without limitation any buildings and fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by such person by virtue of the ownership, possession or occupation of land and/or all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds an interest;

Receiver means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver (if the Lender are permitted to appoint such administrative receiver);

Secured Liabilities means all present and future monies, obligations and liabilities (including any trade liabilities) of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not the Lender was an original party to the relevant transaction and in whatever name or style, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities;

Securities all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments, warrants, loan notes and any other financial instruments held by the Borrower (whether at law or in equity) together with all dividends, allotments, options, bonuses, rights issues, offers, benefits and advantages accruing, arising or offered in respect of such shares and investments;

Security Period the period starting on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 Unless the context otherwise requires:

- 1.2.1 each gender includes the others;
- 1.2.2 the singular and the plural each includes the other;
- 1.2.3 a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- 1.2.4 references to clauses, Schedules and Annexes are to clauses of, or Schedules to, or Annexes to, this Deed;
- 1.2.5 references to this Deed include its Schedules and Annexes;
- 1.2.6 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.7 clause headings do not affect their interpretation;
- 1.2.8 "including" means "including, without limitation" and "include" shall be construed accordingly; and
- 1.2.9 references to legislation exclude any re-enactment or modification after the date of this Deed to the extent they make any party's obligations more onerous.

1.3 Writing includes manuscript and facsimiles but not email.

1.4 **Clawback**

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.5 **Perpetuity period**

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

2 BORROWER'S OBLIGATION TO PAY

- 2.1 The Borrower covenants with the Lender that it will pay and discharge to the Lender the Secured Liabilities on written demand when due.
- 2.2 The making of one demand under this Deed will not stop the Lender making any further demands.

3 CREATION OF SECURITY

- 3.1 As continuing security for the payment and discharge of the Secured Liabilities the Borrower *charges to the Lender with full title guarantee*:
 - 3.1.1 by way of first fixed charge:
 - (a) any right, title or interest which the Borrower has now or acquires in the future to any Land; and
 - (b) the assets set out in Schedule 1; and
 - 3.1.2 by way of first floating charge, the Borrower's bank accounts and all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged or charged by clauses 3.1.1(a) and 3.1.1(b).
- 3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.1.2.

4 CRYSTALLISATION

- 4.1 The floating charge created by clause 3.1.2 will crystallise into a fixed charge:
 - 4.1.1 by notice in writing given by the Lender to the Borrower at any time after the security constituted by this Deed becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower; or
 - 4.1.2 automatically and instantly without notice if the Borrower resolves, without the Lender's prior written consent, to take or takes any step to:
 - (a) create an Encumbrance over any or all of the Charged Assets;
 - (b) create a trust over any or all of the Charged Assets;

- (c) dispose of any or all of the Charged Assets, other than Charged Assets that are subject only to the floating charge while it remains uncrystallised;
- 4.1.3 automatically and instantly without notice if any person resolves, without the Lender's prior written consent, to take or takes any step to levy any distress, execution, sequestration or other process against any or all of the Charged Assets; or
- 4.1.4 automatically and instantly without notice if an Event of Default occurs.
- 4.2 Any asset acquired by the Borrower after crystallisation has occurred under clause 4.1 which would be subject to a floating charge if crystallisation had not occurred will be charged by way of a fixed charge, unless the Lender confirms otherwise in writing.
- 4.3 Any charge by the Borrower that has crystallised under clause 4.1 may, by notice in writing given at any time by the Lender to the Borrower, be reconverted into a floating charge in relation to the Charged Assets specified in the notice and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower.

5 BORROWER'S REPRESENTATION AND WARRANTIES

- 5.1 The Borrower represents and warrants to the Lender as follows:
 - 5.1.1 **Ownership:** The Borrower is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Deed.
 - 5.1.2 **Adverse claims and covenants:** The Borrower has not received or acknowledged notice of any material adverse claim by any person in respect of the Charged Assets and there are no covenants, agreements, conditions, interests rights or other matters which may materially adversely affect the Charged Assets.
 - 5.1.3 **Breach of law or regulation:** The Borrower has at all times complied in all material respects with all applicable laws and regulations and has not breached any law or regulation which would materially adversely affect the Charged Assets.
 - 5.1.4 **Third Party Rights:** The Charged Assets are not subject to terms entitling a third party to terminate or limit the use of any facility necessary for the enjoyment and use of the Charged Assets.
 - 5.1.5 **Overriding interests:** Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Land.

- 5.1.6 **Liquidation or administration:** No Encumbrance expressed to be created by this Deed is liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise.
- 5.1.7 **Due incorporation:** The Borrower:
- (a) is a duly incorporated limited liability company validly existing under the law of its jurisdiction of incorporation; and
 - (b) has the power to own its assets and carry on its business as it is being conducted.
- 5.1.8 **Powers:** The Borrower has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of this Deed and the transactions contemplated by it. No limit on its powers will be exceeded as a result of the grant of Security contemplated by this Deed.
- 5.1.9 **Non-contravention:** The entry into and performance by the Borrower of, and the transactions contemplated by, this Deed do not and will not contravene or conflict with:
- (a) its constitutional documents;
 - (b) any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument;
 - (c) any law or regulation or judicial or official order applicable to it.
- 5.1.10 **Authorisations:** The Borrower has obtained all required or desirable authorisations to enable it to enter into, exercise its rights and comply with its obligations in this Deed and to make it admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.
- 5.1.11 **Binding obligations:** The Borrower's obligations under this Deed are legal, valid, binding and enforceable. This Deed creates:
- (a) valid, legally binding and enforceable Security for the obligations expressed to be secured by it;
 - (b) subject to registration in accordance with the Companies Act 2006 and, in the case of real property, registration at the Land Registry, perfected Security over the assets expressed to be subject to Security in it,

in favour of the Lender, having the priority and ranking expressed to be created by this deed and ranking ahead of all (if any) Security and rights of third parties, except those preferred by law.

5.1.12 **No default:** No Event of Default or, on the date of this Deed, event or circumstance which would, on the expiry of any grace period, the giving of notice, the making of any determination, satisfaction of any other condition or any combination thereof, constitute an Event of Default has occurred and is continuing. No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination, satisfaction of any other condition or any combination thereof, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on it or to which any of its assets is subject which has or is reasonably likely to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this Deed.

5.1.13 **Litigation:** No litigation, arbitration or administrative proceedings or investigations are taking place, pending or, to the Borrower's knowledge, threatened against it, any of its directors or any of its assets.

5.2 The representations and warranties set out in clause 5.1 above are made by the Borrower on the date of this Deed and are deemed to be repeated by the Borrower on each day of the Security Period by reference to the facts and circumstances existing on each such date.

6 BORROWER'S UNDERTAKINGS AND COVENANTS

6.1 The Borrower covenants not, without the prior written consent of the Lender, to:

6.1.1 (except in the case of assets charged by way of floating charge only with which the Borrower may deal in the ordinary course of its business) part with possession of, or transfer, sell, lease, assign or otherwise dispose of all or any of the Charged Assets, or attempt or agree to do so;

6.1.2 create, attempt to create, allow to subsist any mortgage, debenture, charge or pledge, increase the amount secured by this Deed, permit any lien (except a lien arising by operation of law in the ordinary course of trading) or other encumbrance to arise on or affect all or any of the Charged Assets;

- 6.1.3 permit any person to be registered as proprietor of any of the Charged Assets under the Land Registration Act 2002 or create or permit to arise any unregistered interest which overrides first registration affecting such property within Schedule 1 to that Act, to become entitled to any proprietary right or interest which might affect the value of any land fixtures or fixed plant and machinery charged by this Deed;
 - 6.1.4 release, exchange, compound, set-off, grant time or indulgence in respect of, the Book Debts;
 - 6.1.5 redeem or purchase its own shares;
 - 6.1.6 cancel, assign or allow to lapse its interest under any credit sale, hire purchase, leasing, rental, licence or similar agreement and to produce proof of payments due under such agreements on request from the Lender;
 - 6.1.7 do or allow any act or omission which may prejudice the value to the Lender of the Charged Assets or invalidate any insurance policy relating to the Charged Assets; or permit the Equipment or any part of it to be handled other than by properly trained and qualified persons; or
 - 6.1.8 create any subsidiaries.
- 6.2 The Borrower covenants with the Lender that it will, unless, in any case, the Lender has given written consent otherwise:
- 6.2.1 carry on its business properly and efficiently in material compliance with all applicable laws and not materially change how it conducts its business;
 - 6.2.2 keep all buildings and fixtures on all Land in good and substantial repair and condition; observe and comply with all obligations to which any of its interests in Land is subject, including without limitation any obligation to pay all rent duly and punctually in relation to any interest in Land held pursuant to a lease; permit the Lender, any Receiver and any person appointed by either of them to enter and inspect any Land on reasonable prior notice; promptly inform the Lender of any acquisition by the Borrower or, or any contract made by the Borrower to acquire, any Land and enter such restriction against the Borrower's title to any Land noting the Lender's charge, as the Lender may reasonably request;
 - 6.2.3 notify the Lender in writing if any representation and warranty set out in clause 5.1 is incorrect or misleading in any material respect when made or deemed to be repeated, immediately on it becoming aware of such warranty being incorrect or misleading;

- 6.2.4 notify the Lender in writing of any breach of the Finance Documents immediately on it becoming aware of such breach;
- 6.2.5 get in and realise, in the ordinary course of business, all book and other debts and other assets charged under clause 3.1, on receipt pay all monies received in respect of such assets into such account as the Lender may specify prior to which the Borrower will hold such moneys on trust for the Lender and execute such assignment of any such asset on such terms as the Lender may require and give notice of such assignment to the debtors from whom such debts are due, owing or incurred;
- 6.2.6 in relation to the Land part of the Charged Assets observe all covenants, not enter into any onerous or restrictive obligation, effect or allow any development within the Town and Country Planning Acts, do, allow or omit anything infringing any statute or regulation and maintain and keep them in good and substantial repair;
- 6.2.7 maintain all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment which forms part of the Charged Assets in good working order and condition;
- 6.2.8 in relation to the Equipment part of the Charged Assets, use the Equipment in compliance with the manufacturer's instructions and renew or replace any part of the Equipment as needed; keep or procure to be kept accurate, complete and up to date records of all repairs, servicing and maintenance carried out on the Equipment; and permit the Lender, at a reasonable times and on reasonable notice, to enter the Borrower's premises to inspect the Equipment;
- 6.2.9 in relation to the Intellectual Property part of the Charged Assets observe all covenants and obligations and maintain and renew all relevant registrations, permits and licences; and, if so requested by the Lender, apply to register any Intellectual Property capable of registration but not yet registered;
- 6.2.10 institute, pursue and defend proceedings relating to the Charged Assets, in consultation with the Lender, as required to protect their value and apply moneys from such proceedings in discharge of sums due to the Lender;
- 6.2.11 at its own expense, keep insured any of the Charged Assets to their full replacement value including professional fees and other expenses with reputable insurers against risks normally insured for assets of that type/against such risks as the Lender request in the name of the Borrower or, at the Lender's request, the joint names of the Borrower and the Lender;

- 6.2.12 punctually pay all insurance premiums, have the Lender's interest noted on the policy, and produce the insurance documents including any receipt on request of the Lender; if the Borrower does not maintain insurance, the Lender may do so at the Borrower's expense;
- 6.2.13 punctually pay, and indemnify the Lender against, all moneys due in respect of the Charged Assets;
- 6.2.14 comply with all statutory, regulatory and other requirements applying to the Charged Assets except where actually or potentially adverse to the Lender's interest, when the Borrower will immediately consult the Lender and make or join the Lender in making such representations as the Lender may request;
- 6.2.15 deposit with the Lender or its nominee all deeds and documents of title relating to all land, buildings and other real property belonging to the Borrower, all certificates and documents of title relating to the Securities and all other documents relating to the Charged Assets as the Lender may request;
- 6.2.16 *if requested by the Lender, ensure that each subsidiary of, the Borrower guarantees to the Lender payment of all monies covenanted to be paid under this Deed and charges its undertaking, property and assets to secure such payment in such manner as the Lender may request; and*
- 6.2.17 if so requested by the Lender, affix to and maintain on such pieces of Equipment as the Lender may request, in a conspicuous place, a clearly legible notice containing such wording as the Lender may reasonably request in respect of its fixed charge and shall not permit any person to conceal, obscure or alter or remove such notice.

7 LIABILITY OF BORROWER

- 7.1 The Borrower's liability in respect of the Secured Liabilities shall not be discharged or prejudiced by:
 - 7.1.1 the renewal, determination, variation or increase of any facility or other or other transaction or the acceptance or variation of any compromise, arrangement or settlement or the omission to claim or enforcement of payment from any other person by the Lender; or

7.1.2 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or

7.1.3 any other act or omission (except where such act or omission is the Lender's act or omission) which but for this provision might have discharged or otherwise prejudiced the liability of the Borrower.

7.2 The Borrower may not require the Lender to:

7.2.1 enforce any security or other right; or

7.2.2 claim any payment from; or

7.2.3 otherwise proceed,

against any other person before enforcing this Deed against the Borrower.

8 ENFORCEMENT

The Lender may enforce this Deed at any time after:

8.1 the occurrence of an Event of Default; or

8.2 the floating charge has crystallised under clause 4.

9 APPOINTMENT, POWERS AND REMOVAL OF RECEIVERS

9.1 At any time after the security created by this Deed becomes enforceable the Lender may without further notice appoint in writing any one or more persons to be a receiver or a receiver and manager. Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise).

9.2 The Lender may determine the remuneration of the Receiver.

9.3 The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed receiver continues to act or not.

9.4 The Receiver will be the agent of the Borrower and the Borrower will be solely liable for the acts, defaults, and remuneration of the Receiver unless and until the Borrower goes into

liquidation after which the receiver shall act as principal. In no event will the Receiver become the agent of the Lender.

- 9.5 The Receiver will have and be entitled to exercise all the powers set out in Schedule 1 and Schedule 2 to the Insolvency Act 1986 and the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Borrower:

9.5.1 to sell, assign or lease all or any part of the Charged Assets and in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration;

9.5.2 to grant options, licences or any other whatsoever in the Charged Assets;

9.5.3 to sever fixtures from and to repair, improve and make any alterations to, the Charged Assets;

9.5.4 to exercise any voting rights appertaining to the Borrower;

9.5.5 to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of the Deed; and

9.5.6 to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same.

- 9.6 Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver.

- 9.7 Section 109 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

10 POWERS OF SALE, LEASING ETC

- 10.1 Section 103 of the Law of Property Act 1925 shall not apply to this Deed but the statutory power of sale will as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this Deed but the Lender will not exercise such power unless the security created by this Deed has become enforceable or after the appointment of a Receiver under clause 9.

- 10.2 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended to allow the Lender to grant or surrender leases of any land vested in the Borrower or in which it has an interest on such terms and conditions as the Lender may think fit provided that the security constituted by this Deed has become enforceable.
- 10.3 The statutory power of sale exercisable by the Lender is extended to allow the Lender to sever any fixtures from the land and sell them separately.
- 10.4 No person dealing with the Lender or a Receiver, its agents or delegates will be concerned with whether this Deed has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due upon this Deed, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lender or the Receiver, or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.
- 10.5 Section 93 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

11 ATTORNEY

- 11.1 By way of security the Borrower irrevocably appoints the Lender, whether or not a Receiver has been appointed, and any Receiver separately as Borrower's attorney with full power to appoint substitutes and to delegate in its name and on its own behalf and as its act and deed or otherwise at any time after this security has become enforceable to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act that may be required of the Borrower under this Deed, or may be deemed by such attorney necessary or desirable for any purpose of this Deed or to enhance or perfect the security intended to be constituted by such attorney or to convey or transfer legal ownership of any Charged Assets.
- 11.2 The Borrower will ratify and confirm all transactions entered into by the Lender or Receiver in the proper exercise of their powers in accordance with this Deed and all transactions entered into by the Lender or the Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid.

12 APPLICATION OF MONEYS RECEIVED

- 12.1 Any money received under this Deed will, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:
- 12.1.1 in satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver and of the remuneration of the Receiver;
 - 12.1.2 in or towards satisfaction of the Secured Liabilities; and
 - 12.1.3 as to the surplus, if any, to the person or persons entitled to it.
- 12.2 The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Liabilities, place and keep to the credit of a separate or suspense account any money received, recovered or realised by the Lender by virtue of this Deed for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Liabilities.

13 INDEMNITY

- 13.1 The Borrower will indemnify the Lender against all and any costs, charges and expenses arising:
- 13.1.1 out of any of the assets charged or assigned pursuant to clause 3 resulting in the Borrower or the Lender or the Receiver infringing or allegedly infringing any third party rights; and
 - 13.1.2 in relation to any proceedings referable to the Borrower brought against the Lender and/or the Receiver or to which the Lender and/or the Receiver may be joined whether as the plaintiff or defendant that relate to any of the Charged Assets.
- 13.2 The Borrower agrees that if it fails to pay any moneys in respect of the Charged Assets or to take (or not take) any action which might diminish the value of the Charged Assets to the Lender, the Lender may pay such monies or take such action and recover the cost from the Borrower.
- 13.3 The Borrower indemnifies the Lender and its agent fully at all times against any claim, liability, loss or expense incurred by the Lender directly or indirectly as a result of any delay or failure of the Borrower in complying with clause 6 or with any law, regulation, directive or

code of practice applicable to the Borrower or to its business or the Charged Assets or relating to the protection of the environment or to health and safety matters.

- 13.4 Without prejudice to the generality of this clause the costs recoverable by the Lender and/or any Receiver under this Deed shall include:

13.4.1 all reasonable costs incurred by the Lender and the beneficiaries in preparing and administering this Deed or perfecting the security created by it;

13.4.2 all reasonable costs, whether or not allowable on a taxation by the courts, of all proceedings for the enforcement of this Deed or for the recovery or attempted recovery of the Secured Liabilities;

13.4.3 all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this Deed; and

13.4.4 all costs and losses arising from any default by the Borrower in the payment when due of any of the Secured Liabilities or the performance of its obligations under this Deed.

- 13.5 Any overdue amounts secured by the Deed will carry interest at the Default Rate. Interest will accrue on a day-to-day basis to the date of repayment in full and, if unpaid, will be compounded with quarterly rates on the Lender's usual quarter days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment.

- 13.6 Money received or held by the Lender pursuant to this debenture may, from time to time after demand of all or any part of the Secured Liabilities has been made, be converted into such currency as the Lender consider necessary or desirable to discharge the Secured Liabilities in that currency at the Lender's then prevailing spot rate of exchange, as conclusively determined by the Lender, for purchasing the currency to be acquired with the existing currency.

14 RELEASE

- 14.1 Subject to clause 14.2 below, the Lender will, at the request and cost of the Borrower, execute all documents as the Borrower may reasonably require to release the Charged Assets from the security constituted by this Deed.

- 14.2 Any release, discharge or settlement between the Lender and the Borrower will be conditional upon no payment or security received by the Lender in respect of the Secured Liabilities

being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise.

15 CONTINUING SECURITY

This Deed will remain as continuing security in favour of the Lender, regardless of the settlement of any account or any other matter whatever and will be without prejudice and in addition to any and all other rights, remedies or security which is or are in place now or in the future in respect of any Charged Assets in favour of the Lender for the payment of an Indebtedness.

16 FURTHER SECURITY

The Borrower will on the demand of the Lender execute and deliver to the Lender at the cost of the Borrower any document that the Lender reasonably require further to secure the payment of the Secured Liabilities, or to create, enhance or perfect any fixed security over any of the Charged Assets or to give full effect to this debenture or to vest title to any of the Charged Assets in the Lender or the Lender' nominee or any purchaser.

17 MISCELLANEOUS

17.1 Variation

Variations to this Deed will only have effect when agreed in writing by the parties' authorised representatives.

17.2 Severability

The unenforceability of any part of this Deed will not affect the enforceability of any other part.

17.3 Waiver

Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

17.4 Consent

Consent by a party, where required, will not prejudice its future right to withhold similar consent.

17.5 Rights of third parties

This Deed is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

17.6 Assignment and subcontracting

The Borrower may not assign any of its rights or transfer any rights or obligations under this Deed.

17.7 Entire agreement

The Finance Documents and the documents referred to in them represent the entire agreement between the parties and supersede all previous agreements, term sheets and understandings relating to the Loan whether written or oral.

17.8 Succession

This Deed will bind and benefit each party's successors and assignees.

17.9 Counterparts

This Deed may be signed in any number of separate counterparts. Each, when executed and delivered by a party, will be an original; all counterparts will together constitute one instrument.

18 NOTICES

18.1 Notices under this Deed will be in writing and sent to the persons and addresses in clause 18.2. They may be given, and will be deemed received:

18.1.1 by first-class post: two Business Days after posting;

18.1.2 by airmail: seven Business Days after posting;

18.1.3 by hand: on delivery;

18.1.4 by facsimile: on receipt of a successful transmission report from the correct number;

18.2 Notices will be sent:

18.2.1 to the Borrower at: 72a High Street, Battle, East Sussex, TN33 0AG.

18.2.2 to the Lender at: 94a North End House, Fitzjames Avenue, London, England, W14 0RY.

19 CONFIDENTIAL INFORMATION

- 19.1 The Lender may disclose any information about the Borrower to any person to the extent that it is required to do so by any applicable law, regulation or court order.
- 19.2 Subject to clause 19.1, neither party will, without the other's prior written consent, disclose:
- 19.2.1 the terms of this Deed;
 - 19.2.2 any information relating to the customers, suppliers, methods, products, plans, finances, trade secrets or otherwise to the business or affairs of the other party; and
 - 19.2.3 any information developed by either party in performing its obligations under, or otherwise pursuant to this Deed,
- 19.2.1, 19.2.2 and 19.2.3 together **Confidential Information**.
- 19.3 Neither party will use the other's Confidential Information except to perform this Deed.
- 19.4 Disclosure of Confidential Information may be made to a party's:
- 19.4.1 officers;
 - 19.4.2 employees;
 - 19.4.3 professional advisers; and
 - 19.4.4 consultants and other agents,
- on condition that the party disclosing is responsible for compliance with the obligations of confidence hereunder.
- 19.5 Confidential Information does not include information which:
- 19.5.1 is or becomes public other than by breach of this Deed;
 - 19.5.2 was known to the other party before this Deed without breach of confidence;
 - 19.5.3 is independently developed by or becomes available to the other party ; or
 - 19.5.4 is required to be disclosed by law or regulatory authority.
- 19.6 On termination of this Deed all confidential and other information relating to or supplied by a party and which is or should be in the other's possession will be returned by the other or (at the first party's option) destroyed.
- 19.7 This clause 19 will remain in force for 12 months following the termination of this Deed.

20 GOVERNING LAW AND JURISDICTION

- 20.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.
- 20.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

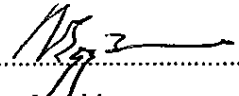
SCHEDULE I
ASSETS CHARGED BY WAY OF FIXED CHARGE

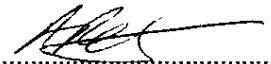
1. All Securities held by the Borrower.
2. The Equipment.
3. The Book Debts.
4. All debts and moneys due or payable to the Borrower except those referred to in paragraph 3 of this Schedule 1, including all amounts standing credit of the Borrower's bank accounts.
5. All Intellectual Property belonging to the Borrower.
6. All present and future goodwill in the Borrower.
7. All uncalled capital in the Borrower.
8. All rights under any agreement to which the Borrower is a party which has not been assigned to the Lender.

IN WITNESS WHERE OF the Parties have executed and delivered this Deed on the date writing at the beginning of this Deed.

Executed as a deed by **OPENVIEW LIMITED**
acting by **ROBERT IGGULDEN**,
director,

In the presence of:


.....
Robert Iggulden
(Director)

Witness signature: 

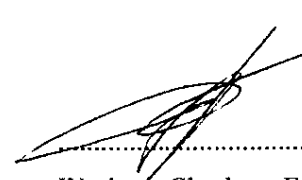
Witness name: AARON PERKINS

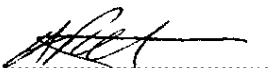
Witness address: 4 CROSPURCH WALK
DA11 4EN

Witness occupation: PRODR MANAGER

Executed as a deed by **CELEBRO MEDIA**
PRODUCTION LIMITED
acting by ~~WESLEY CHARLES EREMEENKO-DODD~~,
director, ALEXANDER PERKINS

In the presence of:


.....
Wesley Charles Eremenko-
Dodd
(Director)

Witness signature: 

Witness name: AARON PERKINS

Witness address: 4 CROSPURCH WALK
DA11 4EN

Witness occupation: PRODR MANAGER