

100200/26

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

MR01

IRIS Laserform

Particulars of a charge

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR02

For further information, please  
refer to our guidance at



\*R451UA12\*

RCS

10/04/2015

#6

COMPANIES HOUSE

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

FRIDAY

**1 Company details**

Company number 09108843

Company name in full INTERTAIN MANAGEMENT (UK) LIMITED

2 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 08/04/2015

**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 MACQUARIE US TRADING LLC

AS SECURITY AGENT

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

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Particulars of a charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**  
Please use a continuation page if you need to enter more details

Description

NOT APPLICABLE

5

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

# MR01

## Particulars of a charge

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### Trustee statement ①

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

### Signature

Please sign the form here

Signature

Signature

X

*Latham & Watkins*

X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name ROY SIM

Company name LATHAM & WATKINS

Address 99 BISHOPSGATE

Post town LONDON

County/Region LONDON

Postcode E C 2 M 3 X F

Country UNITED KINGDOM

DX

Telephone +442077101085



### 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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 9108843

Charge code: 0910 8843 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th April 2015 and created by **INTERTAIN MANAGEMENT (UK) LIMITED** was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th April 2015.

PO

Given at Companies House, Cardiff on 22nd April 2015



**Companies House**



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

DATED:

8

APRIL 2015

**INTERTAIN MANAGEMENT (UK) LIMITED**  
*as Chargor*

- in favour of -

**MACQUARIE US TRADING LLC**  
*as Security Agent*

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**ACCOUNT CHARGE**

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Simcocks Advocates Limited  
Ridgeway House  
Ridgeway Street  
Douglas  
Isle of Man  
IM99 1PY



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

Signature *Nisha Bose* **NISHA BOSE**

Date 9 April 2015

**THIS DEED** is made on

**BETWEEN**

- (1) **INTERTAIN MANAGEMENT (UK) LIMITED**, a company incorporated under the laws of **England and Wales** of 3 Bunhill Row, London, United Kingdom, EC1Y 8YZ (the "**Chargor**"), and
- (2) **MACQUARIE US TRADING LLC**, as Collateral Agent for itself and the other Secured Parties (the "**Security Agent**")

**WHEREAS**

- (A) The Lenders have agreed to make Loans available to the Borrowers pursuant to the Credit Agreement
- (B) The Chargor *inter alia* has agreed to guarantee the obligations of the Lenders pursuant to the Guarantee Agreement
- (C) As security for its obligations under the Guarantee Agreement, the Chargor has agreed to charge certain bank accounts to the Security Agent in accordance with the terms and conditions contained herein.
- (D) The Security Agent holds the benefit of this Charge for the Secured Parties on the terms of the Finance Documents
- (E) It is intended that this Charge shall take effect as a deed made by the Chargor, notwithstanding that the Security Agent may only execute it under hand

**NOW THEREFORE**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Charge (including the Recitals above and Schedules), unless the context requires otherwise, the following words and expressions shall have the following meanings

**"Account Bank"**

Nedbank Isle of Man,

**"Accounts"**

the current and/or deposit accounts held by the Chargor with the Account Bank details of which are set out in Schedule I hereto and includes (a) if there is a change of Account Bank, any account into which all or part of a credit balance from an Account is transferred, (b) any sub-account or ledger relating to any Account and any account which is a successor to an Account on any renewal re-numbering or re-designation of accounts and any account into which all or part of a balance from an Account is transferred for investment or administrative purposes, and (c) any future accounts

	held by the Chargor,
<b>"Collateral"</b>	together, the Accounts and the Deposits,
<b>"Credit Agreement"</b>	the Credit Agreement dated on or about the date of this Charge between The Intertain Group Limited, as Canadian Borrower, The Intertain Group Finance LLC as Co-Borrower, the several lenders from time to time parties to the Credit Agreement pursuant thereto, the Security Agent as Administrative Agent and Collateral Agent and the other parties party thereto,
<b>"Delegate"</b>	means a delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or a Receiver in accordance with this Charge,
<b>"Deposits"</b>	means the moneys standing to the credit of the Accounts and all other sums from time to time credited to the Accounts together with interest accruing on such sums and includes, for the avoidance of doubt, all deposit renewals and all sums representing the proceeds of conversion of any such sum into another currency,
<b>"Loan Document"</b>	has the meaning given to it in the Credit Agreement,
<b>"Receiver"</b>	a receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver, in either case appointed under this Charge;
<b>"Secured Obligations"</b>	"Obligations" under and as defined in the Credit Agreement except for any obligation or liability which, if it were so included, would result in this charge contravening any law,
<b>"Security Period"</b>	means the period beginning on the date of this Charge and ending when the Secured Liabilities have been unconditionally and irrevocably repaid or discharged in full; and
<b>"Tax"</b>	means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

- 1.2 Save where the context otherwise requires, words and expressions that are not defined in this Charge, but which are defined or construed in the Credit Agreement, shall have the meanings ascribed to them in the Credit Agreement. To the extent that there is any inconsistency between the terms of this Charge and the Credit Agreement, the terms of the Credit Agreement shall prevail



1.3 Save where the context otherwise requires, any reference in this Charge to.

- (a) this Charge or to any other agreement or document (including, but not limited to, the Finance Documents) shall be construed as a reference to this Charge or to such other agreement or document as the same may from time to time be amended, varied, supplemented, novated or replaced and shall include any document that is supplemental to, is expressed to be collateral with, or is entered into pursuant to or in connection with, the terms of this Charge or of such other agreement or document,
- (b) any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, supplemented, re-enacted or consolidated (whether before or after the date hereof) and include all instruments, orders and regulations for the time being made thereunder or deriving validity therefrom,
- (c) a time of day shall be construed as a reference to that time in the Isle of Man,
- (d) a "**Clause**" or a "**Schedule**" is a reference to a clause of, or a schedule to, this Charge,
- (e) the plural of any term includes the singular, and vice versa;
- (f) one gender includes all genders

1.4 Any reference in this Charge to

- (a) a "**disposal**" (and cognate terms) includes (without limitation) any sale, assignment or transfer, the grant of an option or similar right and the creation of a trust or other equitable interest or any other proprietary right in favour of a third party,
- (b) the "**dissolution**" or "**winding up**" (and cognate terms) of a person also includes the bankruptcy or liquidation of that person and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled or resident,
- (c) an "**encumbrance**" shall be construed as a reference to any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect, but (for the avoidance of doubt) excluding rights of set-off and liens arising solely by operation of law;
- (d) a "**person**" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case, whether or not having separate legal personality)

1 5 In construing this Charge

- (a) general words introduced by the word "**other**" (or a similar word or expression) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words, and
- (b) the words "**any of**" (or a similar word or expression) shall be construed as a reference to any one or more (including all) of the rights, assets, liabilities or other things referred to.

1.6 The Clause and Schedule headings in this Charge are inserted for convenience only and shall not affect its construction or interpretation

1 7 In this Charge, the expressions the "**Chargor**" and the "**Security Agent**" shall, unless the context otherwise requires, include their respective successors in title or permitted assignees, whether immediate or derivative in relation to their respective interests

1 8 In this Charge, references to the "**Security**" shall (unless the context otherwise requires) mean any security created by, or pursuant to, this Charge

1 9 The Security, and the rights of the Security Agent under this Charge, shall be enforceable notwithstanding any change in the constitution of the Security Agent, its absorption in, or amalgamation with, any other person or the acquisition of any of its undertaking by any other person

1 10 If the Security Agent causes or requires the Shares to be registered in the name of a Nominee, any reference in this Charge to the Security Agent shall, if the context so permits or requires, be construed as a reference to each of the Security Agent and such Nominee

1 11 All Security Interests and dispositions made or created and all obligations and undertakings contained in this Charge to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time

**2. PAYMENT OF OBLIGATIONS**

2 1 The Chargor hereby covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it shall on demand pay and discharge all the Secured Liabilities at the time or times and in the manner they are expressed to be due and payable under any of the Finance Documents

2 2 All payments shall be made into such account or accounts as the Security Agent may from time to time specify for that purpose All payments to be made to the Security Agent under the terms of this Clause 2 shall be made without any

deduction or withholding for, or on account of, any Tax, charges, set-off, counterclaim or otherwise, unless required by law, in which case the Chargor will (simultaneously with making the relevant payment hereunder) pay to the Security Agent such additional amount as will result in it receiving the full amount that would otherwise have been receivable and will promptly supply the Security Agent with evidence satisfactory to the Security Agent that it has accounted to the relevant authority for the sum deducted or withheld

- 2.3 If the Security Agent considers that an amount paid by the Chargor is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid and discharged for the purposes of this Charge.

### **3. ASSIGNMENT AND CHARGE**

- 3.1 As continuing security for the payment and discharge of the Secured Liabilities, the Chargor as legal and beneficial owner free from encumbrances and with the benefit of the covenants contained in Clause 4, hereby charges in favour of the Security Agent by way of first floating charge all its interest in the Collateral (both present and future) and all rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same

- 3.2 The Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under Clause 3.1 into a fixed charge as regards any of the Chargor's assets specified in that notice, if:

3.2.1 an Event of Default occurs; or

3.2.2 the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

- 3.3 The floating charge created by Clause 3.1 will automatically convert into a fixed charge over all of the Chargor's assets if a liquidator or receiver is appointed (or any other analogous appointment is made in any jurisdiction) in respect of the Chargor or the Security Agent receives notice of an intention to appoint a liquidator, receiver or administrator (or any other analogous appointment) in respect of the Chargor

### **4. COVENANTS FOR TITLE**

- 4.1 The Chargor covenants for the benefit of the Security Agent that it is the sole legal and beneficial owner of its interest in the Deposits and has the full right and power to charge the Accounts and the Deposits pursuant to the terms of this Charge

- 4.2 The Chargor covenants for the benefit of the Security Agent that it is charging and assigning its interest in the Collateral

(a) free from all other encumbrances; and

(b) free from all other rights exercisable by third parties,

save as constituted by the Finance Documents

4.3 The Chargor covenants for the benefit of the Security Agent that it will, at its own cost, do all that it reasonably can to give the Security Agent the security interest in the Collateral conferred hereby

## **5. REPRESENTATIONS AND WARRANTIES**

5.1 The Chargor represents and warrants for the benefit of the Security Agent that:

- (a) it is a body corporate duly incorporated and validly existing under the laws of its jurisdiction of original incorporation,
- (b) it has the power and authority to own its assets and to conduct the business and operations which it conducts or proposes to conduct,
- (c) it has full power and authority to enter into and perform its obligations under this Charge and has taken all necessary corporate or other action to authorise the execution, delivery and performance of this Charge,
- (d) all action, conditions and things required by all applicable laws and regulations to be taken, fulfilled and done in order
  - (i) to enable it lawfully to enter into, exercise its rights under and perform and comply with its obligations under this Charge,
  - (ii) to ensure that those obligations are valid, legally binding and enforceable; and
  - (iii) to make this Charge admissible in evidence in the Isle of Man and any other jurisdiction in which any of its assets may be situated have been taken, fulfilled and done (or, in the case of registrations, will be effected within the applicable required period),
- (e) the execution by it of this Charge and the exercise by it of its rights and performance of or compliance with its obligations under this Charge do not and will not violate
  - (i) any law or regulation to which it or any of its assets is subject, or
  - (ii) any deed or agreement to which it is a party or which is binding on it or any of its assets, and
- (f) its obligations under this Charge are valid, legally binding and enforceable against it in accordance with their terms.

5.2 Times for making representations and warranties

- (a) The representations and warranties set out in this Charge are made on the date of this Charge
- (b) Each representation and warranty under this Charge is deemed to be repeated by the Chargor on each date that the representations are repeated under the Credit Agreement
- (c) When a representation or warranty is deemed to be repeated it is applied to the circumstances existing at the time of repetition

## **6. COVENANTS**

- 6.1 Following an Event of Default, the Chargor shall not make any withdrawal from the Accounts except in accordance with the terms of the Credit Agreement or with the prior written consent of the Security Agent
- 6.2 If at any time any of the monies standing to the credit of the Accounts constitutes a time deposit, then (subject to the terms of this Charge and any requirement of the Security Agent to the contrary) such time deposit shall be successively re-deposited on maturity for such periods and on such terms as to interest as may from time to time be agreed in writing between the Chargor and the Security Agent or failing such agreement as the Security Agent may in its absolute discretion determine, and shall continue to be held on and subject to the terms of this Charge
- 6.3 During the continuance of the security constituted by this Charge, the Chargor hereby undertakes and covenants that it shall not do or omit to do, or cause or permit to be done or omitted to be done, anything which may in any way diminish, jeopardise or otherwise prejudice the Collateral or the security created by this Charge
- 6.4 During the continuance of the security constituted by this Charge, the Chargor hereby further undertakes and covenants that it shall not (without the prior written consent of the Security Agent or as otherwise permitted under the terms of the Finance Documents):
  - (a) create, attempt to create, agree to create, or permit to subsist, any encumbrance on or affecting the Collateral or any part thereof in favour of any person other than the Security Agent, or
  - (b) dispose of, attempt to dispose of, or agree to dispose of the Collateral or any part thereof
- 6.5 The Chargor hereby undertakes and covenants that it shall within 10 Business Days of the date of this Charge give notice of the charge created by this Charge and the assignment pursuant to this Charge to the Account Bank substantially in the forms contained in Schedule II (or in such other form as is acceptable to the Security Agent) and shall use all reasonable endeavours to procure that the Account Bank promptly signs and returns the relevant forms of acknowledgement

to the Security Agent.

6.6 The Security Agent may at any time seek from the Account Bank such information about the Chargor and its affairs as the Security Agent may think fit. The Chargor authorises and requests the Account Bank to provide any such information to the Security Agent and agrees to provide such further authority for this purpose as the Security Agent may require from time to time

6.7 If at any time the Chargor fails to perform any of the covenants contained in this Charge it shall be lawful for the Security Agent, but the Security Agent shall have no obligation, to take such action on behalf of the Chargor (including, without limitation, the payment of money) as may in the Security Agent's reasonable opinion be required to ensure that such covenants are performed. Any losses, costs, charges and expenses incurred by the Security Agent in taking such action shall be reimbursed by the Chargor on demand

**6.8 Change of Account Bank**

(a) The Account Bank may be changed to another bank or financial institution if the Security Agent so agrees and must be changed if the Security Agent reasonably requires

(b) A change of Account Bank will only be effective when the Chargor and the new Account Bank have delivered a notice and acknowledgement substantially in the relevant form set out in Schedule II (Notice to Account Bank in respect of the Account)

(c) If there is a change of Account Bank, the amount (if any) standing to the credit of the Accounts maintained with the old Account Bank will be transferred to the corresponding Account(s) maintained with the new Account Bank immediately upon the appointment taking effect. The Chargor irrevocably gives all authorisations and instructions necessary for such transfer to be made

(d) The Chargor must take any action which the Security Agent may require to facilitate a change of Account Bank and any transfer of credit balances (including, but not limited to, the execution of bank mandate forms)

**7. ENFORCEABILITY**

7.1 At any time after the occurrence of an Event of Default which is outstanding, the security constituted by this Charge shall immediately become enforceable and the Security Agent (or its nominee(s)) may take any and all steps available to it at law and/or pursuant to this Charge to enforce such security

7.2 None of the Security Agent, its delegates or any Receiver shall be obliged before exercising any of the rights, powers or remedies conferred upon them by this Charge or by law:

- (a) to make any demand of the Chargor or any other person;
- (b) to take any action or obtain judgment in any court against the Chargor or any other person;
- (c) to make or file any claim or proof in a winding-up or dissolution of the Chargor or any other person; or
- (d) to enforce or seek to enforce any other security taken in respect of any of the obligations of the Chargor under any Finance Document

## **8. ENFORCEMENT**

8.1 Notwithstanding the terms of Clause 7 1, at any time after the occurrence of an Event of Default which is outstanding, the Security Agent may, without notice to the Chargor, apply or as the case may be instruct the Account Bank to apply all moneys then standing to the credit of the Accounts (together with interest from time to time accruing or accrued thereon) in or towards satisfaction of any sums due to the Security Agent under the Finance Documents

8.2 At any time after the security hereby constituted has become enforceable, the Security Agent may, without further notice, without restriction do all or any of the following

- (a) exercise (or permit any nominee of it to exercise) all such rights, powers and remedies as are possessed by the Security Agent as assignee of the Collateral,
- (b) settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person relating in any way to the Collateral,
- (c) bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Collateral;
- (d) redeem any encumbrance (whether or not having priority to this Charge) over the Collateral and settle the accounts of encumbrancers;
- (e) do, and concur in the doing of, all such other acts and things, either alone or jointly with any other person, which the Security Agent may consider necessary or expedient for the realisation of the Collateral or incidental to the exercise of any of the rights and powers conferred on the Security Agent under or by virtue of this Charge.

## **9. APPOINTMENT OF A RECEIVER**

9.1 At any time after the security hereby constituted has become enforceable, the Security Agent may by writing, without prior notice to the Chargor, appoint one or more persons to be a receiver or receiver and manager (each such person being a

**"Receiver")** of the whole or any part of the Collateral being entitled to act individually as well as jointly and may at any time (so far as it is lawfully able) remove any Receiver and appoint another person or persons as Receiver or Receivers either in the place of a Receiver who has been so removed or who has ceased to act or to act jointly with any other Receiver.

- 9.2 In addition to the powers of the Security Agent conferred by Clause 8 (which shall also be exercisable by any Receiver) each person appointed as a Receiver pursuant to Clause 9.1 shall have, in relation to the part of the Collateral in respect of which he is appointed, all the powers conferred upon it by law and all the powers set out in Schedule III of this Charge
- 9.3 The foregoing powers of appointment of a Receiver shall be in addition to, and not to the prejudice of all powers of appointment of the Security Agent and all such powers of appointment shall be and remain exercisable by the Security Agent in respect of any part of the Collateral in respect of which no appointment of a Receiver shall from time to time be subsisting and notwithstanding that an appointment under the provisions of this Clause 9 shall have subsisted and been withdrawn in respect of that property or shall be subsisting in respect of any other part of the Collateral.
- 9.4 Every appointment or removal of any Receiver, and every delegation, appointment or removal by the Security Agent in the exercise of any right to delegate its powers or remove delegates contained in this Charge, may be made by deed or by instrument in writing under the hand of an authorised officer of the Security Agent.
- 9.5 Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Agent (or, failing such agreement, to be fixed by the Security Agent) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm
- 9.6 Each Receiver shall be deemed at all times and for all purposes to be the agent of the Chargor, and the Chargor shall be responsible for the Receiver's acts and defaults except where such acts and defaults are caused by the Receiver's own fraud, negligence or wilful misconduct and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent
- 9.7 Any Receiver may delegate any right, power or discretion exercisable by him under this Charge in accordance with Clause 11.3.

#### **10. APPLICATION OF MONIES**

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Charge shall (subject to the claims of any person having prior rights thereto) be applied in the following order of priority

- in or towards payment of or provision for all costs and expenses incurred by



any Receiver under or in connection with this Charge and of all remuneration due to any Receiver under or in connection with this Charge and all liabilities having priority to such cost;

- in or towards payment and discharge of the Secured Obligations, pursuant to the terms of the Credit Agreement, and
- in payment of the surplus (if any) to the Chargor or other person entitled to it,
- notwithstanding any purported appropriation by any Chargor

In the event that the proceeds are insufficient to pay the amounts specified above, the Security Agent shall have the right to recover the balance from the Chargor or any other person liable to pay such balance

## **11. PROVISIONS RELATING TO ENFORCEMENT**

11.1 It is agreed and declared that no exercise by the Security Agent of any one or more of the powers contained in this Charge shall render the Security Agent liable for any loss or damage (including, without limitation, loss upon realisation of any of the Collateral), save where caused by fraud, gross negligence or wilful default

11.2 No third person dealing with the Security Agent or its agents shall, whether before, on or after any contract, disposition or assurance in relation to any of the Collateral in such third person's favour be concerned to enquire

- (a) whether any of the Secured Liabilities have become payable; or
- (b) whether any power which the Security Agent purports to exercise has become exercisable, or
- (c) whether any of the Secured Liabilities remain un-discharged,

or to see to the application of any money paid to the Security Agent

11.3 The Security Agent or any Receiver may at any time delegate by power of attorney or in any other manner to any person or persons any of the powers (including the power of attorney contained in Clause 14), authorities and discretions which are for the time being exercisable by the Security Agent or any Receiver under this Charge in relation to any of the Collateral. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as the Security Agent may think fit. The Security Agent shall not, save for its fraud, gross negligence or wilful default, be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate

## **12. SUBSEQUENT INTERESTS**

12.1 If the Security Agent receives notice (whether actual or constructive) of any

subsequent encumbrance or other interest affecting any of the Collateral, or any interest in any of the Collateral, or of any other matter which may cause the security created by or pursuant to the terms of this Charge to cease to be a continuing security, the Security Agent may open a new account or accounts for the Chargor

- 12.2 If the Security Agent does not open a new account pursuant to Clause 12.1 then, unless the Security Agent shall notify the Chargor to the contrary, it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Security Agent shall be credited or deemed to have been credited to the new account and shall not operate to reduce the amount due from the Chargor at the time when it received such notice

### **13. FURTHER ASSURANCE**

- 13.1 The Chargor shall execute in favour of the Security Agent, or as the Security Agent may otherwise direct, such further assignments, transfers, mortgages, charges, encumbrances or other documents as in each case the Security Agent shall stipulate (any such assignment, transfer, mortgage, charge, encumbrance or document to be in such form and to contain such provisions as the Security Agent shall require) over the Collateral and do such other acts or things, in each case for the purpose of more effectively providing security for the payment, performance and discharge of the Secured Liabilities or of enabling the Security Agent to vest any of the Collateral in the Security Agent or its nominee(s)
- 13.2 The Chargor agrees that it will from time to time execute as a deed or under hand (as applicable) and deliver all transfers, powers of attorney and other documents and do such other acts or things which the Security Agent may require for perfecting its title to any of the Collateral, or for vesting or enabling it to vest any of the Collateral in itself or its nominees

### **14. POWER OF ATTORNEY**

- 14.1 The Chargor, by way of security and in order more fully to secure the performance of its obligations under this Charge, irrevocably appoints the Security Agent, the persons deriving title under it, any Receiver and any Delegate severally to be its attorney (with full power of substitution) for and in the name and on behalf and as the act and deed or otherwise of the Chargor to execute as a deed or under hand (as applicable) and deliver and do all such assurances, acts and things which the Chargor is required to execute and do under the covenants contained in this Charge (including, without limitation, to execute as a deed or under hand (as applicable) and deliver any assignments, transfers, mortgages, charges or other encumbrances and to execute, seal, deliver or otherwise perfect or complete any documents which the Security Agent may require to perfect its title to any of the Collateral or to vest any of the Collateral in the Security Agent or its nominees) and generally in its name and on its behalf to exercise any of the powers, authorities and discretions conferred by or pursuant to this Charge or by law on the Security Agent, any Receiver or any

Delegate and (without prejudice to the generality of the foregoing) to execute as a deed or under hand and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may reasonably deem proper in or for the purpose of exercising any of such powers, authorities and discretions and the Chargor ratifies and confirms and agrees to ratify and confirm any instrument, act or thing which such attorney may execute or do

- 14.2 The power of attorney granted pursuant to Clause 14.1 is as regards the Security Agent, as the Chargor hereby acknowledges, granted irrevocably and for value as part of the security constituted by this Charge to secure a proprietary interest of, and the performance of obligations owed to, the Security Agent within the meaning of the Powers of Attorney Act 1983

## **15. NATURE OF SECURITY**

- 15.1 The security constituted by or pursuant to this Charge shall be in addition to and shall be independent of every guarantee, indemnity or other security which the Security Agent may at any time hold for the Secured Liabilities and it is hereby declared that no prior security held by the Security Agent over the whole or any part of the Collateral shall merge in the security hereby constituted.
- 15.2 Nothing contained in this Charge is intended to, or shall operate so as to, prejudice or affect any guarantee, indemnity or other security of any kind whatsoever which the Security Agent may have for the Secured Liabilities or any right, remedy or privilege of the Security Agent thereunder.
- 15.3 The security constituted hereby or pursuant hereto shall constitute and be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by any intermediate repayment or satisfaction of any of the Secured Liabilities and shall continue in full force and effect until the Secured Liabilities have been satisfied in full.
- 15.4 Neither the security hereby constituted nor the rights, powers and remedies conferred upon the Security Agent or other delegate thereof by this Charge or by law shall be discharged, impaired or otherwise affected by:
- (a) the winding-up or dissolution of the Chargor or any change in its status, function, control or ownership;
  - (b) any of the obligations of the Chargor under any Finance Document being or becoming illegal, invalid, unenforceable or ineffective in any respect,
  - (c) time or other indulgence being granted, or agreed to be granted, to the Chargor in respect of its obligations under any Finance Document,
  - (d) any amendment to, or any variation, waiver or release of, any of the obligations of the Chargor under any Finance Document,

- (e) any execution, entry into or amendment of any Finance Document,
- (f) any other act, event or omission which, but for this Clause 15.4, might operate to discharge, impair or otherwise affect the security hereby constituted or any of the rights, powers or remedies conferred upon the Security Agent or other delegate thereof by this Charge or by law

## **16. REMEDIES**

- 16.1 Any release, re-assignment or discharge of the security provided by, or of any liability arising under, this Charge may be given by the Security Agent. Where such release, re-assignment or discharge relates only to part of the Collateral, such release, re-assignment or discharge shall not prejudice or affect the security hereby created in relation to the remainder of the Collateral.
- 16.2 The Security Agent may grant time or other indulgence to, or make any other arrangement variation or release with, the Chargor or any other person (whether or not a party hereto and whether or not jointly liable with the Chargor) in respect of the Secured Liabilities or of any other security therefor or guarantee in respect thereof without prejudice either to the security constituted by or pursuant to this Charge or to the liability of the Chargor for the Secured Liabilities.
- 16.3 The rights, powers and remedies provided in this Charge are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers or remedies provided by law.
- 16.4 No failure on the part of the Security Agent to exercise, or delay on its part in exercising, any of the rights, powers and remedies provided for by this Charge or by law shall operate as a waiver thereof, nor shall any single or partial waiver of any such rights preclude any further or other exercise of such rights or the exercise of any other of such rights.

## **17. PAYMENTS AND DISCHARGE OF SECURITY**

- 17.1 All payments to be made to the Security Agent under this Charge shall be made free and clear of and (save as required by law) without any deduction for or on account of any Tax, charges, set-off or counterclaim. All payments shall be made into such account or accounts as the Security Agent may from time to time specify for that purpose.
- 17.2 At the end of the Security Period (but not otherwise), then the Security Agent shall at the reasonable request and cost of the Chargor release, discharge and/or re-assign the security constituted by this Charge to the Chargor or as the Chargor shall direct and re-transfer the Accounts and the Deposits to the Chargor and return all documents deposited with the Security Agent pursuant to this Charge (save those which have been used, superseded or changed in accordance with the provision hereof) but such release, re-assignment or discharge shall be conditional upon no security or payment in respect of the Secured Liabilities or

other act on the faith of which such release, reassignment or discharge was entered into being avoided or reduced by virtue of any provisions of law or enactment (including, without limitation, any such relating to dissolution or liquidation) for the time being in force.

## **18. INDEMNITIES**

18.1 The Chargor agrees to indemnify the Security Agent (and its nominees) within seven business days of demand against all losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise now or hereafter incurred by any of them or by any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable for anything done or omitted in the exercise or purported exercise of the powers contained in this Charge or occasioned by any breach by the Chargor of any of its covenants or other obligations under this Charge or otherwise arising out of or in connection with any of the Collateral or the security constituted or intended to be constituted by this Charge

18.2 The Chargor agrees to indemnify the Security Agent within seven business days of demand against all present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent authority in connection with the execution or enforcement of this Charge or in consequence of any payment made pursuant hereto being impeached or declared void for any reason whatsoever

## **19. COUNTERPARTS**

This Charge may be executed in any number of counterparts. Such counterparts shall together constitute one and the same instrument.

## **20. PARTIAL INVALIDITY**

Every provision contained in this Charge shall be severable and distinct from every other such provision and if at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby

## **21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001**

21.1 It is not intended that any term of this Charge shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 2001 by any person who is not a party to this Charge

21.2 Subject to Clause 22, the parties may vary, waive, release, assign, novate or otherwise dispose of all their respective rights and obligations under this Charge without the consent of any person who is not a party to this Charge

## **22. ASSIGNMENT AND TRANSFER**

- 22.1 The rights and obligations of the Security Agent under this Charge may be assigned and transferred.
- 22.2 The Chargor shall not assign any of its rights or transfer any of its obligations under this Charge

## **23. GOVERNING LAW AND JURISDICTION**

- 23.1 This Charge shall be governed by and construed according to the law of the Isle of Man
- 23.2 The Chargor irrevocably agrees, for the benefit of the Security Agent, that the courts of the Isle of Man shall have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Charge and, for such purposes, irrevocably submits to the jurisdiction of such courts
- 23.3 The Chargor irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any suit, action or proceeding in any such court as referred to in Clause 24.2 and any claim that any such suit, action or proceeding has been brought in an inconvenient forum and further irrevocably agrees that a judgment in any suit, action or proceeding brought in any of the courts referred to in Clause 24.2 may be enforced in any other court of competent jurisdiction subject to compliance with the applicable formalities of such other jurisdiction.
- 23.4 The submission to the jurisdiction of the courts referred to in Clause 24.2 shall not (and shall not be construed so as to) limit the right of the Security Agent to take proceedings against the Chargor in any other court of competent jurisdiction nor shall taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

## **24. NOTICES**

- 24.1 The provisions of Section 9.01 (Notices, Communications) of the Credit Agreement apply to this Account Charge mutatis mutandis as though they were set out in full in this Debenture
- 24.2 The Chargor shall co-operate with the Charge to procure the delivery to the Account Bank of a notice in the form set out in Schedule II within 10 Business days from the date hereof; and the Chargor shall use its best endeavours to procure that the Account Bank acknowledges such notice in the form set out in Schedule II without delay

**IN WITNESS WHEREOF** this Charge has been executed and delivered as a deed by or on behalf of the parties on the date stated at the beginning of this Charge

**SCHEDULE I****ACCOUNTS**

<b>Name of Chargor</b>	<b>Bank</b>	<b>Sort Code</b>	<b>Account No.</b>	<b>Name of Account</b>
Intertain Management (UK) Limited	Nedbank Isle of Man	16-57-41	58874790  IBAN-GB83- RFLC-1657- 4158-8747-90  SWIFT code RFLCIMDX	Intertain Management (UK) Limited

## SCHEDULE II

From: [•]  
[•]  
[•]  
[•]  
(the "Security Agent"), and

[•]  
[•]  
[•]  
[•]  
(the "Chargor")

To [Account Bank]  
[]  
Douglas  
Isle of Man  
[]  
(the "Account Bank")

Dated [•] April 2015

Dear Sirs

**Isle of Man Account Charge**  
**dated on or about the date hereof**  
**between the Assignor and the Security Agent (the "Charge")**

We refer to the Charge.

We give notice that, pursuant to the Charge, the Chargor charged to the Security Agent by way of first floating charge all its right, title and interest from time to time in and to the account held with the Account Bank, details of which are set out below (the "Account"), including all moneys or proceeds standing at any time to the credit of the Account

Account No [•], entitled [•], held by the Assignor with the Account Bank and includes (a) if there is a change of Account Bank, any account into which all or part of a credit balance from the Account is transferred, and (b) any sub-account or ledger relating to the Account and any account which is a successor to the Account on any renewal, re-numbering or re-designation of accounts and any account into which all or part of a balance from the Account is transferred for investment or administrative purposes;

After you receive instructions from the Security Agent

- 1 all rights, powers and discretions of the Assignor in relation to the Account shall be exercisable solely by the Security Agent;
- 2 no moneys may be released from the Account without the prior written consent of the Security Agent;
- 3 you should apply any amount standing to the credit of the Account as directed from time to time by the Security Agent, and
- 4 you agree to disclose to the Security Agent (without any reference to or further authority from the Assignor and without any enquiry by you as to the justification



for such disclosure) such information relating to Account as the Security Agent may from time to time request

By counter-signing this notice the Account Bank confirms that we may make withdrawals from Account until such time as the Security Agent shall notify you (with a copy to us) in writing that its permission is withdrawn

This authority and instruction is irrevocable without the prior written consent of the Security Agent

This notice of charge is governed by Isle of Man law. The courts of the Isle of Man have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice of charge (including a dispute relating to the existence, validity or termination of this notice of charge or any non-contractual obligation arising out of or in connection with this notice of charge)

Please acknowledge receipt of this notice of charge and confirm that:

- 1 you will pay all moneys as directed by or pursuant to this notice of charge,
- 2 you have not received any other notice of charge or notice of assignment or notice that any other person claims any rights or has any interest in respect of any Bank Account, and
- 3 you will comply with the other provisions of this notice of charge,

by signing the acknowledgement on the attached copy of this notice of assignment and returning that copy to the Security Agent at [•]

[•]  
Agent

By

[•]  
Chargor

By

[On duplicate]

We acknowledge receipt of the notice of charge of which this is a copy, confirm each of the matters referred to in the notice of charge and agree to comply with its terms

[Account Bank]  
By:

Dated:

### **SCHEDULE III**

#### **POWERS OF A RECEIVER**

- 1 Power to take immediate possession of, collect and get in the Collateral and, for that purpose, to take such proceedings as may seem to him expedient
2. Power to sell, exchange, convert into money, realise or otherwise dispose of the Collateral by private contract or otherwise and generally on any terms and for whatever purpose which he thinks proper. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit
- 3 Power to raise or borrow money and to grant security therefor over the Collateral, generally on any terms and for whatever purpose which he sees fit. No person lending that money shall be concerned to enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed
- 4 Power to appoint an advocate or accountant or other professionally qualified person to assist him in the performance of his duties.
5. Power to bring, prosecute, enforce, defend and abandon any and all actions, suits and other legal proceedings in relation to or affecting the Collateral which seem to him to be expedient in the name and on behalf of the Security Agent
- 6 Power to refer to arbitration any question relating to or affecting the Collateral.
- 7 Power to do all acts and to execute in the name of and on behalf of the Security Agent any Charge, agreement, instrument or other document in exercise of any of the other powers set out herein.
8. Power to make any payment which is necessary or incidental to the performance of his functions
- 9 Power to establish subsidiaries of the Chargor and to transfer to such subsidiaries the whole or any part of the Collateral.
10. Power to settle, adjust, compromise and arrange on behalf of the Chargor any claims, accounts, disputes, questions and demands with or by any person in relation to or affecting the Collateral
11. Power to rank and claim in the bankruptcy, insolvency, sequestration or liquidation of any person indebted to the Chargor in relation to the Collateral and to receive dividends, and to accede to trust Charges for the creditors of such person
- 12 Power to present or defend a petition for the winding up of the Chargor
- 13 Power to carry on the business of the Chargor insofar as it relates to the Collateral
14. Power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Collateral
- 15 Power to do all other acts and things which he may consider desirable or necessary for realising any part of the Collateral or incidental or conducive to the

exercise of any of the rights, powers or discretions conferred on him pursuant to this Charge

16. Power to exercise in relation to any Collateral all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of the same
17. Power to use the name of the Chargor for any of the foregoing purposes

**EXECUTION**

Executed and Delivered as a deed by  
**INTERTAIN MANAGEMENT (UK) LIMITED**  
acting by -

Director.. REDACTED  
*Monroe Schmidt*

In the presence of REDACTED

Witness signature  
Name. *STUART MUMFORD*  
Address: REDACTED  
Occupation: REDACTED

Signed for and on behalf of  
**MACQUARIE US TRADING LLC**  
by its duly authorised officer

Authorised Signatory. ....

**EXECUTION**

Executed and Delivered as a deed by  
**INTERTAIN MANAGEMENT (UK) LIMITED**  
acting by:-

Director . . . . .

In the presence of

Witness signature  
Name  
Address  
Occupation

Signed for and on behalf of  
**MACQUARIE US TRADING LLC**  
by its duly authorised officer

Authorised Signatory... **REDACTED**

Authorised Signatory... **REDACTED**

*JOHN KARL U*  
*AUTHORIZED SIGNATORY*