



Registration of a Charge

Company name: **SUMO DIGITAL HOLDINGS LIMITED**

Company number: **09155970**



X5FVEBZ7

Received for Electronic Filing: **19/09/2016**

Details of Charge

Date of creation: **08/09/2016**

Charge code: **0915 5970 0004**

Persons entitled: **PERWYN LLP (OC383773) (AS AGENT AND AS SECURITY AGENT)**

Brief description: **EACH COMPANY CHARGES BY WAY OF FIRST LEGAL MORTGAGE, ALL ITS REAL PROPERTY AS AT THE DATE OF THIS DEED. EACH COMPANY CHARGES BY WAY OF FIRST LEGAL CHARGE TO THE EXTENT NOT EFFECTIVELY MORTGAGED UNDER THE PRECEDING PROVISIONS ALL ITS REAL PROPERTY AS AT THE DATE OF THIS DEED AND ALL ITS REAL PROPERTY ACQUIRED AFTER THE DATE OF THIS DEED. EACH COMPANY ASSIGNS ALL ITS SPECIFIED IPR TOGETHER WITH ALL ASSOCIATED BENEFITS RELATING TO THE CHARGED PROPERTY AND TO THE EXTENT THE ASSIGNED ASSETS ARE NOT EFFECTIVELY ASSIGNED UNDER CLAUSE 3.3 OF THE CHARGING DOCUMENT, CHARGES THEM BY WAY OF FIRST FIXED CHARGE. PLEASE SEE CHARGE DOCUMENT FOR MORE DETAILS.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JONATHAN HYDE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9155970

Charge code: 0915 5970 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th September 2016 and created by SUMO DIGITAL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th September 2016 .

Given at Companies House, Cardiff on 20th September 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Deed of Accession

This Deed is made on

8th September

2016 between:

- (1) **THE COMPANIES** listed in Schedule 0, (the "**New Chargors**"); and
- (2) **PERWYN LLP** as Agent and as Security Agent as defined in the Debenture referred to below

1. **INTERPRETATION**

- 1.1 In this Deed, the "**Debenture**" means a debenture dated on or around the date of this accession deed made between, amongst others, Project Republica Topco Limited, the Security Agent and PIF Republica SARL as Lender.
- 1.2 Unless a contrary indication appears:
 - 1.2.1 terms defined in the Debenture will have the same meaning in this Deed; and
 - 1.2.2 the principles of construction in clause 1.2 (*Construction*) of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.
- 1.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. **ACCESSION**

2.1 **Agreement to accede**

Each New Chargor agrees to accede and become a party to the Debenture and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed.

2.2 **Effect of accession**

With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if each New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created as a result of such accession is created on the date of this Deed). The Debenture will continue in full force and effect and the Debenture and this Deed will be read as one and construed so that references in the Debenture to "**this Deed**" and similar phrases will be deemed to include this Deed of Accession.

3. **SECURITY**

3.1 **Grant of Security**

Without limiting the generality of Clause 2 (*Accession*) above, each New Chargor grants Security on terms set out in clause 3 (*Grant of Security*) of the Debenture as if such terms were set out in full in this Deed.

3.2 **Fixed charges**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, each New Chargor charges by way of first fixed charge all its Specified Shares listed in Part I of Schedule 1 to this Deed.

3.3 **No avoidance of Security**

The Security created as a result of this Deed will not in any way be avoided, discharged, released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

4. **COUNTERPARTS**

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

5. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

6. **JURISDICTION**

6.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

6.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

6.3 Clause 6.1 is for the benefit of the Security Agent only. As a result, the Security Agent will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 0

The New Chargors

Name of Chargor	Company number	Registered office	Jurisdiction of incorporation
Sumo Digital Holdings Limited	09155970	32 Jessops Riverside Brightside Lane Sheffield S9 2RX	England and Wales
Sumo Digital Group Limited	09155980	32 Jessops Riverside Brightside Lane Sheffield S9 2RX	England and Wales
Sumo Digital Entertainment Limited	06328045	32 Jessops Riverside Brightside Lane Sheffield S9 2RX	England and Wales
Sumo Digital Limited	04703224	32 Jessops Riverside Brightside Lane Sheffield S9 2RX	England and Wales
Riverside Games Limited	09784367	32 Jessops Riverside Brightside Lane Sheffield S9 2RX	England and Wales
Cirrus Development Limited	09075593	32 Jessops Riverside Brightside Lane Sheffield S9 2RX	England and Wales
Sumo Digital (Genus) Limited	09771556	32 Jessops Riverside Brightside Lane Sheffield S9 2RX	England and Wales
Sumo Digital (Atlantis) Limited	09771586	32 Jessops Riverside Brightside Lane Sheffield S9 2RX	England and Wales
Aghoco 1337 Limited	09772405	32 Jessops Riverside Brightside Lane Sheffield S9 2RX	England and Wales

SCHEDULE 1

Details of Charged Property

Part I Shares

Name of Chargor	Name of company whose shares are held	Company number of company whose shares are held	Number and class of shares
Sumo Digital Holdings Limited	Sumo Digital Group Limited	09155980	10,442 ordinary shares of £0.01 each
Sumo Digital Group Limited	Sumo Digital Entertainment Limited	06328045	300 ordinary shares of £1 each
Sumo Digital Entertainment Limited	Sumo Digital Limited	04703224	8,000 A ordinary shares of £1 each 20,000 B ordinary shares of £0.10 each
Sumo Digital Entertainment Limited	Riverside Games Limited	09784367	1 ordinary share of £1
Sumo Digital Limited	Cirrus Development Limited	09075593	1 ordinary share of £1
Sumo Digital Limited	Sumo Digital (Genus) Limited	09771556	1 ordinary share of £1
Sumo Digital Limited	Sumo Digital (Atlantis) Limited	09771586	1 ordinary share of £1
Sumo Digital Limited	Aghoco 1337 Limited	09772405	1 ordinary share of £1

EXECUTION OF ACCESSION DEED

The New Chargors

Executed as a deed by
SUMO DIGITAL HOLDINGS LIMITED,
acting by one director in the presence of:

Director

Witness signature:

Name:

Witness name: *RORY SUGGITT*

Ashfords
Solicitors
Tower Wharf
Cheese Lane
Bristol BS2 0JJ

Witness address:

Executed as a deed by
SUMO DIGITAL GROUP LIMITED,
acting by one director in the presence of:

Director

Witness signature:

Name:

Witness name: *RORY SUGGITT*

Ashfords
Solicitors
Tower Wharf
Cheese Lane
Bristol BS2 0JJ

Witness address:

Executed as a deed by **SUMO DIGITAL ENTERTAINMENT LIMITED,** acting by one director in the presence of:

Director

Witness signature:

Name:

Witness name: *RORY SUGGITT*

Ashfords
Solicitors
Tower Wharf
Cheese Lane
Bristol BS2 0JJ

Witness address:

Executed as a deed by
SUMO DIGITAL LIMITED,
acting by one director in the presence of:

)
)
)
.....
Director

Witness signature:

Name:

Witness name: RORY SUGGETT

Witness address:

Ashfords
Solicitors
Tower Wharf
Cheese Lane
Bristol BS2 0JJ

Executed as a deed by
RIVERSIDE GAMES LIMITED,
acting by one director in the presence of:

)
)
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.....
Director

Witness signature:

Name:

Witness name: RORY SUGGETT

Witness address:

Ashfords
Solicitors
Tower Wharf
Cheese Lane
Bristol BS2 0JJ

Executed as a deed by
CIRRUS DEVELOPMENT LIMITED,
acting by one director in the presence of:

)
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.....
Director

Witness signature:

Name:

Witness name: RORY SUGGETT

Witness address:

Ashfords
Solicitors
Tower Wharf
Cheese Lane
Bristol BS2 0JJ

Executed as a deed by
SUMO DIGITAL (GENUS) LIMITED, acting
by one director in the presence of:

)
)
)
.....
Director

Witness signature:

Name:

Witness name: RORY SUGGETT

Witness address:

Ashfords
Solicitors
Tower Wharf
Cheese Lane
Bristol BS2 0JJ

Executed as a deed by)
SUMO DIGITAL (ATLANTIS) LIMITED,)
acting by one director in the presence of:)

.....
Director

Witness signature: [Redacted]

Name:

Witness name: *RORY SUGGETT*

Witness address:

Ashfords
Solicitors
Tower Wharf
Cheese Lane
Bristol BS2 0J1

Executed as a deed by)
AGHOCO 1337 LIMITED, acting by one)
director in the presence of:)

.....
Director

Witness signature: [Redacted]

Name:

Witness name: *RORY SUGGETT*

Witness address:

Ashfords
Solicitors
Tower Wharf
Cheese Lane
Bristol BS2 0J1

The Security Agent

Executed as a deed by)
PERWYN LLP, acting by a designated member)
in the presence of:)

.....
Designated Member

Witness signature: [Redacted]

Name:

Witness name: *RORY SUGGETT*

Witness address:

Ashfords
Solicitors
Tower Wharf
Cheese Lane
Bristol BS2 0J1