



Registration of a Charge

Company Name: **TIME OUT MARKET LIMITED**

Company Number: **09550826**



Received for filing in Electronic Format on the: **02/12/2022**

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Details of Charge

Date of creation: **29/11/2022**

Charge code: **0955 0826 0007**

Persons entitled: **CRESTLINE DIRECT FINANCE, L.P.**

Brief description: **(1) TRADE MARK REGISTERED IN EUROPEAN COMMUNITY MARK WITH CASE REFERENCE: T8493071EM, AND OFFICIAL NUMBER: 014539399. (2) TRADE MARK REGISTERED IN EUROPEAN COMMUNITY MARK WITH CASE REFERENCE: T8500665EM, AND OFFICIAL NUMBER: 014868699. FOR FURTHER DETAILS OF INTELLECTUAL PROPERTY RIGHTS CHARGED PLEASE SEE THE DEED.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

REED SMITH LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9550826

Charge code: 0955 0826 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th November 2022 and created by TIME OUT MARKET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2022 .

Given at Companies House, Cardiff on 6th December 2022

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



Companies House



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

DATED 29 NOVEMBER 2022

(1) THE ENTITIES LISTED IN SCHEDULE 1
AS THE ORIGINAL CHARGORS

(2) CRESTLINE DIRECT FINANCE, L.P.
AS THE SECURITY AGENT

PROJECT CULTURE DEBENTURE

Execution version

REFERENCE: KPD/NP/IN/382095.20055

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THIS AGREEMENT is made by way of deed on 29 November 2022

BY:

(1) **THE PERSONS** listed in Schedule 1 (*The Original Chargors*) (each an "**Original Chargor**");

in favour of:

(2) **CRESTLINE DIRECT FINANCE, L.P.** as the trustee for each of the Secured Parties on the terms and conditions set out in the Subscription Agreement (the "**Security Agent**").

IT IS AGREED as follows:

1 **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement:

"Account" means each of the accounts opened or maintained by any Chargor with any bank, building society, financial institution or other person (including any renewal, redesignation, replacement subdivision or subaccount of such account) and the debt or debts represented thereby including the accounts specified in Schedule 4 (*Accounts*) or any schedule to a Security Accession Deed and including all Related Rights.

"Account Bank" means each account bank, building society, financial institution or other person with which any Account is opened or maintained.

"Additional Chargor" means a company, which becomes an Additional Chargor in accordance with Clause 27 (*Changes to the Parties*).

"Chargor" means an Original Chargor or an Additional Chargor.

"Declared Default" means an Event of Default in respect of which any notice has been served by the Agent in accordance with clause 22.20 (*Acceleration*) of the Subscription Agreement.

"Excluded Property" means any leasehold property of a Chargor which is subject to a restriction that precludes, either absolutely or conditionally (including, without limitation, requiring the consent of any third party), that Chargor for creating any Security over its leasehold interest in that property.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be constituted by Clause 3 (*Fixed Security*).

"Insurance Policy" means each policy of insurance specified in Schedule 5 (*Insurance Policies*) and any policy of insurance in which any Chargor may from time to time have an interest (as amended or supplemented).

"Intellectual Property" means the intellectual property specified in Schedule 2 (*Intellectual Property*) and any patents, trademarks, service marks, designs, business and trade names, copyrights, database rights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which any Chargor may from time to time have an interest.

"Investments" means any:

(a) the Shares;

- (b) all other/all stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds;
- (c) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests;
- (d) warrants any other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above;
- (e) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a) to (c) (inclusive) above; and
- (f) options to acquire any investments described in paragraphs (a) to (d) (inclusive) above,

in each case, whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system, including (without limitation) any contractual rights or any right to delivery of all or any part of such investments from time to time.

"LPA" means the Law of Property Act 1925.

"LP(MP)A 1989" means Law of Property (Miscellaneous Provisions) Act 1989.

"LP(MP)A 1994" means Law of Property (Miscellaneous Provisions) Act 1994.

"Material Contracts" means:

- (a) each contract specified in Schedule 6 (*Material Contracts*); and
- (b) and any customer contract entered into by any Chargor which is anticipated to generate revenue in excess of €500,000 (or its equivalent in any other currency or currencies) per annum.

"Monetary Claims" means any book and other debts and monetary claims owing to any Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertakings of any Chargor).

"Notice of Assignment" means a notice of assignment in substantially the forms set out in Schedule 7 (*Form of Notice of Assignment for Bank Accounts*), Schedule 8 (*Form of Notice for Insurance*) and Schedule 9 (*Form of Notice for Material Contracts*) (as applicable) or in such form as may be specified by the Security Agent.

"Party" means a party to this Agreement.

"Real Property" means any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which any Chargor has an interest.

"Receiver" means a receiver, receiver and manager or (where expressly permitted by law) an administrative receiver and that term will include any appointee made under a joint or several appointment.

"Restrictions Notice" means a restrictions notice issued pursuant to paragraph 1(3) of Schedule 1B of the Companies Act 2006.

"Secured Obligations" means all present and future obligations and liabilities at any time due, owing or incurred by each Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any other Secured Party under the Finance Documents, whether actual or contingent, whether originally incurred by that Chargor or by any other person and whether incurred solely or jointly and as principal or surety or in any other capacity, including any liability in respect of any further advances made under the Finance Documents, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law.

"Security Accession Deed" means a document substantially in the form set out in Schedule 10 (*Form of Security Accession Deed*).

"Security Assets" means all of the assets and undertakings of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Agreement.

"Security Period" means the period beginning on the date of this Agreement and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under the Finance Documents.

"Shares" means any stocks, shares debentures and other securities specified in Schedule 3 (*Shares*) and all of each Chargor's other present and future shares in the capital of subsidiary of that Chargor from time to time held by, to the order, or on behalf of each Chargor.

"Subscription Agreement" means the subscription agreement dated 24 November 2022 between, amongst others, Time Out Group plc as the Parent, Time Out England Limited as the Issuer and Crestline Direct Finance, L.P. as the Agent and the Security Agent.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress).

"Warning Notice" means a warning notice given pursuant to paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2 Construction

- (a) Unless a contrary indication appears, a term defined in the Subscription Agreement has the same meaning in this Agreement or in any notice given under or in connection with this Agreement.
- (b) The principles of construction set out in the Subscription Agreement shall have effect as if set out in this Agreement or in any notice given under or in connection with this Agreement.
- (c) Clause 1.5 (*Third party rights*), clause 12 (*Tax gross up and indemnities*), clause 14 (*Other indemnities*), clause 32 (*Notices*), clause 33.1 (*Accounts*), clause 33.2 (*Certificates and determinations*) and clause 36 (*Amendments and waivers*) of the Subscription Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to **"this Agreement"** or **"the Finance Documents"** are references to this Agreement.
- (d) In this Agreement:
 - (i) any reference to the **"Security Agent"**, the **"Secured Parties"**, the **"Finance Parties"** or a **"Chargor"** shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in

accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Subscription Agreement;

- (ii) any reference to a "**Clause**" or a "**Schedule**" is (unless the context otherwise requires) a reference to a Clause in or a Schedule to this Agreement;
- (iii) a reference to any Security Asset or other asset includes present and future Security Assets and other assets;
- (iv) the absence of or incomplete details of any Security Asset in any Schedule shall not affect the validity or enforceability of any Security created by or pursuant to this Agreement;
- (v) any reference to a mortgage, assignment or charge of any freehold, leasehold or commonhold property includes all buildings, fixtures and fitting from time to time on or forming part of that property;
- (vi) any reference to an asset includes any right in respect of or derived from that asset, including:
 - (A) the proceeds of sale of all or any part of that asset;
 - (B) all rights, benefits, privileges, warranties, covenants, easements, appurtenances, licences, security, guarantees, indemnities, covenants for title, remedies and causes of actions in respect of or derived from that action; and
 - (C) any monies and proceeds paid or payable in respect of that asset; and
- (vii) any reference to any share, stock, debenture, bond or other security or investment includes:
 - (A) any dividend, interest or other distribution paid or payable; and
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case, in respect of that share, stock, debenture, bond or other security or investment (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise).

- (e) Clause 3.1 (*Mortgage over Real Property*) to Clause 3.12 (*Assignment of Material Contracts*) (inclusive) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Agreement and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Agreement or any act or omission by any Party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.
- (f) Any covenant of the Chargor under this Agreement (other than any payment or other obligation which has been discharged) remains in force during the Security Period.
- (g) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Agreement to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Agreement is a valid disposition in accordance with section 2(1) of the LP(MP)A 1989.

- (h) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Agreement.
- (i) Any Security granted by an Additional Chargor pursuant to the Security Accession Deed to which that Additional Chargor is a party shall be deemed to be Security granted by that Additional Chargor pursuant to this Agreement, and any reference to the Security Assets (or any class of the Security Assets) in this Agreement will include the assets of that Additional Chargor for all purposes, with effect from the date of that Security Accession Deed.

2 CREATION OF SECURITY

2.1 Covenant to pay

Each Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations and indemnify the Security Agent and the other Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

2.2 Common provisions

- (a) All the Security created by or pursuant to this Agreement is:
 - (i) created in favour of the Security Agent as trustee for the Secured Parties;
 - (ii) continuing security for the payment, discharge and satisfaction of all of the Secured Obligations unless and until discharged by the Security Agent in writing; and
 - (iii) created with full title guarantee in accordance with the LP(MP)A 1994.
- (b) No part of the Security from time to time created by or pursuant to this Agreement will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.
- (c) Each Chargor creates each Fixed Security subject to obtaining any necessary consent to that Fixed Security from any relevant third party.
- (d) The Security Agent holds the benefit of this Agreement and the Security created by or pursuant to it on trust for the Secured Parties.

3 FIXED SECURITY

3.1 Mortgage of Real Property

Each Chargor charges, by way of first legal mortgage, its Real Property.

3.2 Fixed charge over Real Property

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its right, title and interest from time to time in and to all its Real Property.

3.3 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Accounts.

3.4 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Intellectual Property.

3.5 Fixed charge over Investments

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Investments.

3.6 Fixed charge over Monetary Claims

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity pursuant to this Agreement)).

3.7 Fixed charge over Tangible Moveable Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Tangible Moveable Property.

3.8 Fixed charge over contracts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is a party (except for the Material Contracts).

3.9 Fixed charge over goodwill

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that Chargor.

3.10 Fixed charge over other assets

Each Chargor charges (to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 3.1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to each Insurance Policy and each Material Contract of that Chargor in relation to each of those assets.

3.11 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Insurance Policy of that Chargor.

3.12 Assignment of Material Contracts

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Material Contract of that Chargor.

4 FLOATING CHARGE

4.1 Floating charge

(a) Each Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets, undertaking and rights of that Chargor.

- (b) The floating charge created pursuant to paragraph (a) above:
 - (i) shall be deferred in point of priority to all Fixed Security validly and effectively created by the relevant Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations; and
 - (ii) may not be converted into a fixed charge solely by reason of:
 - (A) the obtaining of a moratorium; or
 - (B) anything done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act 1986.
- (c) The floating charge created pursuant to paragraph (a) above is a **qualifying floating charge** for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986.

4.2 Crystallisation

- (a) The Security Agent may, by notice to any Chargor, convert the floating charge created pursuant to Clause 4.1 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets of that Chargor (as specified in that notice) if:
 - (i) a Declared Default has occurred;
 - (ii) the Security Agent (acting reasonably) considers that any of the Security Assets of that Chargor may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or is otherwise in jeopardy; or
 - (iii) the Security Agent reasonably considers that doing so is necessary in order to protect the priority or enforceability of the Security created by or pursuant to this Agreement; or
 - (iv) that Chargor requests the Security Agent to exercise any of its powers under this Agreement.
- (b) Notwithstanding paragraph (a) and without prejudice to any law which may have a similar effect, the floating charge created pursuant to Clause 4.1 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the property and assets of a Chargor subject to that floating charge if:
 - (i) that Chargor creates, purports to create or attempts to create any Security (other than any Security expressly permitted under the terms of the Subscription Agreement or otherwise with the prior consent of the Security Agent), over any of the Security Assets;
 - (ii) the members of that Chargor convene a meeting for the purpose of considering, or the members of that Chargor are otherwise asked to consider, any resolution for its winding up or dissolution or for a compromise, assignment or arrangement with any creditor of that Chargor;
 - (iii) any person takes any step with a view to levying any distress, attachment, execution or other process against any of the assets of that Chargor;
 - (iv) notice is given by any person (who is entitled to do so) of its intention to appoint an administrator of that Chargor or the filing of such a notice with the court; or
 - (v) an application is presented to the court for the making of an administration order in relation to that Chargor,

or any analogous procedure or step is taken in any jurisdiction.

- (c) Upon the conversion of any floating charge pursuant to this Clause 4.2, the relevant Chargor shall, at its own cost and expense and as soon as practicable following the request of the Security Agent, execute a fixed charge or legal assignment in such form as the Security Agent may require.

5 EXCLUDED PROPERTY

5.1 The Security created by Clause 3 (*Fixed Security*) shall not apply to Excluded Property so long as any relevant consent or waiver of prohibition has not been obtained, but:

- (a) each Chargor undertakes to:
 - (i) notify the Security Agent of that Excluded Property;
 - (ii) apply for the relevant consent or waiver of prohibition or condition within fifteen (15) Business Days following the date of this Agreement (or, if later, within fifteen (15) Business Days of acquiring that Excluded Property), and to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible;
 - (iii) keep the Security Agent informed of its progress in obtaining such consent or waiver; and
 - (iv) promptly on receipt of such consent or waiver, provide the Security Agent with a copy; and
- (b) immediately on receipt of the relevant consent or waiver, the relevant formerly Excluded Property shall stand charged or assigned to the Security Agent under Clause 3 (*Fixed Security*).

5.2 If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor shall execute a valid fixed charge or assignment in such form as the Security Agent requires (acting reasonably).

6 REPRESENTATIONS AND WARRANTIES

6.1 General

Each Chargor represents and warrants to the Security Agent and each other Secured Party that:

- (a) the Security Assets are, or when acquired will be, beneficially owned by that Chargor free from any Security other than:
 - (i) Security created by or pursuant to this Agreement; and
 - (ii) Security expressly permitted by the Subscription Agreement;
- (b) all Security Assets which are material to its business are identified in the Schedules to this Agreement;
- (c)
 - (i) it is not aware of any outstanding notices from the local authority or any other third parties that materially affect its Real Property;
 - (ii) it is not aware of any disputes that materially affect its Real Property;

- (iii) there is no breach of any law, regulation or covenant is continuing which affects or would be reasonably likely to affect materially and adversely affect the ability to use any of its Real Property in the ordinary course of its business;
 - (iv) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights, adverse claims or other matter whatsoever adversely affecting any Real Property which conflict with its present use or affect the value or the ability to sell or let, or the use of any of the Real Property, in each case to any material extent;
 - (v) nothing has arisen or has been created or is subsisting which would be an overriding interest, or an unregistered interest which overrides first registration or a registered disposition, over its Real Property and which would be reasonably likely to affect materially its value, the ability to sell or let it, or its use;
 - (vi) all facilities (including access) necessary for the enjoyment and use of each Real Property (including those necessary for the carrying on of its business at that Real Property) are enjoyed by that Real Property and none of those facilities are on terms entitling any person to terminate or limit its use or on terms which conflict with or restrict its use, where the lack of those facilities would be reasonably likely to affect materially its value, the ability to sell or let it, or its use; and
 - (vii) other than the Security created by this Agreement, its Real Property is free from any security, tenancies or any lease or licence which would be reasonably likely to affect materially its value, the ability to sell or let it, or its use
- (d) its Investments are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right;
 - (e) all payments due to it by any other party to any of its Material Contracts are not subject to any right of set-off or similar right;
 - (f) it is not in default of any of its obligations under any of its Material Contracts;
 - (g) there is no prohibition on assignment in any of its Material Contracts; and
 - (h) its entry into and performance of this Agreement will not conflict with any term of any of its Material Contracts;
 - (i) no Warning Notice or Restrictions Notice has been given or issued to it in respect of all or any part of any Investment which remains in effect;
 - (j) it has not given or issued a Warning Notice or Restrictions Notice in respect of all or any part of any Investment which remains in effect; and
 - (k) it has delivered to the Security Agent a copy of the "PSC register" (within the meaning of section 790C(10) of the Companies Act 2006) in respect of each company incorporated in the United Kingdom whose shares are subject to the Security created by or pursuant to this Agreement and such copy of that PSC register:
 - (i) is correct, complete and in full force and effect; and
 - (ii) has not been amended or superseded since that date.

6.2 Repetition

- (a) The representations and warranties set out in this Agreement are made by each Chargor on the date of this Agreement.

- (b) Each representation and warranty set out in this Agreement is deemed to be repeated by:
 - (i) each Chargor which becomes party to this Agreement by Security Accession Deed, on the date on which that Chargor becomes a Chargor; and
 - (ii) each Chargor on each date on which the Repeating Representations are repeated under and in accordance with the Subscription Agreement.
- (c) When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition.

7 FURTHER ASSURANCE

7.1 The covenants set out in Section 2(1)(b) of the LP(MP)A 1994 shall extend to include the obligations set out in Clauses 7.2 and 7.3 below.

7.2 Each Chargor shall promptly, at its own cost and expense, do all such acts (including the payment of all stamp duties and fees and the making of all filings and registrations) and execute or re-execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in this Agreement) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s):

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Agreement (which may include the execution or re-execution by that Chargor of a mortgage, charge or assignment over all or any of the assets which are, or are intended to be, the subject of this Agreement) or for the exercise or any rights, powers, authorities and remedies of the Security Agent or any other Secured Party) provided by or pursuant to this Agreement or by law;
- (b) to confer on the Security Agent, or on the Secured Parties, Security over any property or assets of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Agreement; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or pursuant to this Agreement.

7.3 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary or as may reasonably be requested by the Security Agent for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to this Agreement.

8 NEGATIVE PLEDGE

No Chargor may, at any time during the Security Period:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of its assets;
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, dispose of or purport to dispose of all or any part of its assets;
- (c) without the prior consent of the Security Agent declare a trust of, create or purport to create or permit to arise or subsist (including granting any option) any lease, licence, interest or right to occupy in favour of, or share possession of, any of its Real Property with any third party; or

- (d) do or cause or permit to be done anything which may in any way jeopardise or otherwise prejudice the Security created or intended to be created by this Agreement,

in each case, unless expressly permitted under and in accordance with the Subscription Agreement or otherwise with the prior consent of the Security Agent.

9 REAL PROPERTY

9.1 General undertakings

Each Chargor shall:

- (a) perform all the material terms on its part contained in any lease, agreement for lease, licence or other agreement or document which gives that Chargor a right to occupy or use property comprised in its Real Property; and
- (b) duly and punctually comply with all material covenants and stipulations affecting its Real Property or the facilities (including access) necessary for the enjoyment and use of its Real Property and indemnify the Security Agent and each other Secured Party in respect of any breach of those covenants and stipulations.

9.2 Leases

No Chargor shall, except with the prior consent of the Security Agent or as expressly permitted under the Subscription Agreement in respect of its Real Property (or any part of it):

- (a) commit any material breach of any of the terms of any lease or tenancy, or waive the due observance and performance by a third party of the covenants and conditions contained in any lease or tenancy;
- (b) grant or agree to grant (whether in exercise or independently of any statutory power) or accept a surrender of any lease or tenancy;
- (c) do, or permit to be done, anything as a result of which a lease or tenancy may be liable to forfeiture or otherwise determined;
- (d) confer upon any person any contractual licence or right to occupy;
- (e) consent to any assignment of any tenant's interest under any lease or tenancy;
- (f) agree to any rent reviews in respect of any lease or tenancy;
- (g) serve any notice on any former tenant under any lease or tenancy (or any guarantor of that former tenant) which would entitle it to a new lease or tenancy; or
- (h) do or allow to be done any act as a result of which any lease comprised in its Real Property may become liable to forfeiture or otherwise be terminated.

9.3 Power to remedy

- (a) If a Chargor fails to perform any covenant or stipulation or any term of this Agreement or the Subscription Agreement affecting its Real Property, that Chargor must allow the Security Agent or its agents and contractors:
 - (i) to enter any part of its Real Property;
 - (ii) to comply with or object to any notice served on that Chargor in respect of its Real Property; and

- (iii) to take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, stipulation or term or to comply with or object to any such notice.
- (b) That Chargor shall immediately on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors incurred in connection with any action taken by it under this Clause 9.3.

9.4 **Unregistered Real Property**

In the case of a Chargor's Real Property in England and Wales, both present and future which is not registered at HM Land Registry and is not required to be so registered, that Chargor will promptly apply to register this Agreement and the Security created by this Agreement at the Land Charges Department.

9.5 **Future Real Property**

- (a) If a Chargor acquires any Real Property after the date of this Agreement, that Chargor shall:
 - (i) immediately notify the Security Agent;
 - (ii) immediately and at the cost of that Chargor and if the Security Agent requires, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that Real Property in any form (consistent with this Agreement) which the Security Agent may require;
 - (iii) if the title to that Real Property is registered at HM Land Registry or required to be so registered and if the Security Agent so requires, give HM Land Registry written notice of the Security created by this Agreement and:
 - (A) where required to do so pursuant to the Land Registration Act 2002 and to the extent not already done, promptly apply to HM Land Registry for first registration of that Real Property and registration of that Chargor as owner of that Real Property;
 - (B) promptly apply to HM Land Registry to register the legal mortgage and all other charges;
 - (C) promptly submit to HM Land Registry the duly completed Form RX1 requesting the restriction and notice set out in Clause 9.8 (*HM Land Registry*) and Form CH2 in respect of the obligation to make further advances;
 - (D) promptly pay all appropriate registration fees;; and
 - (iv) if applicable, ensure that the Security created by this Agreement is correctly noted in the Register of Title against that title at HM Land Registry (and the Chargor hereby consents to any application that the Security Agent may require to be made to HM Land registry against the relevant title at HM Land Registry for the protection of the Security created by or pursuant to this Agreement).
- (b) In the case of any Real Property which is leasehold in relation to which the consent of the landlord is required in order for a Chargor to perform any of the foregoing obligations, that Chargor shall use all reasonable endeavours to obtain such consent promptly and shall notify the Security Agent in writing upon receipt of such consent.

9.6 **Title information document**

On completion of the registration of any charge pursuant to this Clause 9, the relevant Chargor shall promptly supply to the Security Agent a certified copy of the relevant Title Information Document issued by HM Land Registry.

9.7 **Notices**

Each Chargor must, within five (5) days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to its Real Property (or any part of it) which would or would be reasonably likely to have a material adverse effect on the value of, the ability to sell or let, or the use of any of the Real Property:

- (a) deliver a copy to the Security Agent;
- (b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement; and
- (c) comply with the requirements of the Security Agent in relation to any such communication.

9.8 **HM Land Registry**

- (a) Each Chargor consents to an application being made to HM Land Registry to enter a restriction in the following terms being entered on the register of title relating to its Real Property registered at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register, or its conveyancer."

- (b) The obligation on the part of the Security Agent to make further advances to the Chargor is deemed to be incorporated in this Agreement and the Chargor will apply or consent to the Security Agent applying by way of Form CH2 to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title relating to any Real Property registered at HM Land Registry.

9.9 **Deposit of title deeds**

Each Chargor shall:

- (a) promptly, upon the acquisition by it of any interest in Real Property at any time, deposit with the Security Agent (or procure the deposit of) all deeds, certificates and other documents constituting or evidencing title to that Real Property (if any); and
- (b) at any time thereafter, deposit with the Security Agent (or procure the deposit of) any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items.

9.10 **Third party interests**

- (a) Each Chargor shall do all things within its power to procure that no person is registered as proprietor of any right or interest in respect of its Real Property (other than pursuant to this Agreement) and that no new right or interest arises under schedules 1, 3 or 12 to the Land Registration Act 2002 after the date of this Agreement.
- (b) Whether or not the title to the Real Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or

unilateral) is registered against the title to all or any part of the Real Property, each Chargor shall immediately provide the Security Agent with full particulars of the circumstances relating to such registration of notice and if such notice or caution shall have been registered in order to protect a purported interest, the creation of which is not permitted under this Agreement or the Finance Documents, that Chargor shall immediately and at that Chargor's expense take such steps as the Security Agent may require to ensure that the caution or notice (as applicable) is withdrawn or cancelled.

9.11 **Compensation monies**

Each Chargor shall hold on trust for the benefit of the Security Agent (and each Chargor hereby declares itself as a trustee accordingly) the amount of any statutory or other compensation (including the proceeds of any defective title, restrictive covenant or other indemnity policy or covenant relating to its Real Property) arising for its benefit from interference with the use and/or enjoyment of its Real Property or the curtailment of any easement, right or benefit relating thereto and all other compensation monies from time to time received by it in respect of its Real Property and (without prejudice to any rights, debts, claims and/or obligations having priority to the obligations imposed by this Agreement), apply the same in accordance with Clause 20 (*Application of proceeds*).

10 **ACCOUNTS**

10.1 **Notification and variation**

- (a) Each Chargor shall on the date of this Agreement (or, if after the date of this Agreement, promptly (and in any event within five (5) Business Days) following the opening of an account with any bank, building society, financial institution or other person (including any renewal, redesignation, replacement subdivision or subaccount of any Account)) deliver to the Security Agent the details of each Account.
- (b) No Chargor shall permit or agree to any variation of the rights attaching to any Account or close any Account, other than with the prior consent of the Security Agent (such consent not to be unreasonably withheld).

10.2 **Operation of Accounts**

- (a) Each Chargor shall, prior to the occurrence of a Declared Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.
- (b) At any time after the occurrence of a Declared Default, no Chargor shall be entitled to withdraw or otherwise transfer any credit balance from time to time on any Account, other than with the prior consent of the Security Agent.

10.3 **Notice of security over Accounts**

Each Chargor shall, on the date of this Agreement or, if later, promptly upon the opening of any Account promptly deliver to the relevant Account Bank a Notice of Charge substantially in the form set out in Schedule 7 (*Form of Notice of Assignment for Bank Accounts*) in relation to the Accounts duly executed by, or on behalf of, that Chargor and that Chargor shall use its reasonable endeavours to procure from the relevant Account Bank, an acknowledgement in the form set out in that Notice of Assignment and deliver that acknowledgment to the Security Agent within fifteen (15) Business Days of service of that notice.

11 **MONETARY CLAIMS**

11.1 No Chargor shall, at any time during the Security Period, without the prior consent of the Security Agent (acting reasonably):

- (a) deal with the Monetary Claims except by getting in and realising them in a prudent manner (on behalf of the Security Agent) and paying the proceeds of those Monetary

Claims into an Account or as the Security Agent may require (such proceeds shall be held by that Chargor for the Security Agent on behalf of the Secured Parties prior to such payment); or

- (b) factor or discount any of the Monetary Claims or enter into any agreement for such factoring or discounting.

11.2 Unless a Declared Default has occurred, the proceeds of the realisation of the Monetary Claims shall (subject to any restriction on the application of such proceeds contained in this Agreement or in the Subscription Agreement), upon such proceeds being credited to an Account, be released from the fixed charge created pursuant to Clause 3 (*Fixed Security*) and the relevant Chargor shall be entitled to withdraw such proceeds from such Account **provided that** such proceeds shall continue to be subject to the floating charge created pursuant to Clause 4 (*Floating Charge*) and the terms of this Agreement.

11.3 If a Declared Default has occurred, no Chargor shall, other than with the prior consent of the Security Agent, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

12 INSURANCES

12.1 Insurance undertakings

Each Chargor shall at all times during the Security Period subject to the rights of the Security Agent under Clause 12.4 (*After enforcement of Security*), diligently pursue its rights under each of its Insurance Policies, but only if and to the extent that the exercise of those rights in the manner proposed would not result in an Event of Default under the terms of the Subscription Agreement.

12.2 Non-vitiation

No Chargor shall do or omit to do or permit to be done or omitted, anything which might render any Insurance void, voidable or unenforceable and promptly pay or procure payment of all premiums and all monies payable thereunder and shall do all other things necessary to keep all of the Insurances in force and on demand of the Security Agent, produce the policy, certificate or cover note relating to each Insurance and related premium receipt.

12.3 Defaults

If any Chargor defaults in effecting or maintaining the Insurances, or fails to produce promptly following demand by the Security Agent, copies of any policy, certificate, cover note or premium receipt, the Security Agent may (at that Chargor's expense) arrange such insurances of the Security Assets of that Chargor or any of them as it thinks fit.

12.4 After enforcement of Security

After the occurrence of a Declared Default:

- (a) the Security Agent may exercise (without any further consent or authority on the part of a Chargor and irrespective of any direction given by any Chargor) any of the rights of that Chargor in connection with amounts payable to it under any of its Insurances;
- (b) each Chargor must take such steps (at its own cost) as the Security Agent may require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor; and
- (c) each Chargor must hold any payment received by it under any of its Insurances on trust for the Security Agent.

12.5 **Notice of security over Insurance Policies**

Each Chargor shall:

- (a) as soon as reasonably practicable following the date of this Agreement (and the obtaining of any Insurance after the date of this Agreement), give notice of this Agreement to each of the other parties to each of the Insurances by sending a Notice of Assignment substantially in the form set out in Schedule 8 (*Form of Notice for Insurances*); and
- (b) use its reasonable endeavours to procure that each such other party delivers a letter of undertaking to the Security Agent within fifteen (15) Business Days of the date of this Agreement or, if later, the date of entry into that Insurance (as applicable).

13 **INTELLECTUAL PROPERTY**

13.1 **Acquisition**

- (a) Each Chargor shall promptly provide the Security Agent with details of all Intellectual Property (including applications for registration) granted, assigned or transferred to, or filed by or on behalf of, a Chargor at any time on or after the date of this Agreement.
- (b) Paragraph (a) above shall not apply to any licence to use Intellectual Property related to any information technology, software or related services to the extent entered into by a Chargor in the ordinary course of business and on market standard or arm's length terms.

13.2 **Registration**

Each Chargor shall, if requested to do so by the Security Agent and at its own cost and expense, execute all deeds and documents and do all such acts as the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property.

13.3 **Infringement**

Each Chargor shall take steps and do all acts as may be necessary (including the institution of legal proceedings) to prevent third parties infringing or otherwise misusing any of the Intellectual Property that is the subject of the Security created by or pursuant to this Agreement.

13.4 **Defence**

Each Chargor shall take all steps and do all acts as may be reasonably necessary to ensure that any of its applications for Intellectual Property are granted and to defend any granted Intellectual Property against any oppositions, applications for revocation or nullity or other invalidity action in any jurisdiction.

13.5 **Use**

No Chargor shall use or permit any Intellectual Property to be used in any way which may materially and adversely affect its value.

14 **INVESTMENTS**

14.1 **Changes to rights**

No Chargor may (except to the extent expressly permitted by the Subscription Agreement) take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further Shares being issued.

14.2 **Calls**

- (a) Each Chargor shall pay all calls and other payments due and payable in respect of any of its Investments.
- (b) If a Chargor fails to do so, the Security Agent may (but shall not be obliged to) pay those calls or other payments on behalf of that Chargor and that Chargor shall, immediately on request, reimburse the Security Agent for any payment made by the Security Agent under this Clause 14.2 and, pending reimbursement, that payment will constitute part of the Secured Obligations.

14.3 **Notices**

A Chargor shall, promptly upon receipt by it, deliver to the Security Agent copies of any notices, reports, accounts, statements, circulars, or any other documents relating to any of its Investments.

14.4 **Other obligations in respect of Investments**

- (a) Each Chargor shall comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments. If a Chargor fails to do so within the applicable time periods, the Security Agent may (but shall not be obliged to) elect to provide any information which it may have on behalf of that Chargor.
- (b) Each Chargor must promptly supply a copy to the Security Agent of any information referred to in paragraph (a) above.
- (c) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (d) No Secured Party will be required in any manner to:
 - (i) perform or fulfil any obligation of a Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount,in respect of any Investment.
- (e) Each Chargor shall (and the Chargor shall ensure that each other member of the Group will):
 - (i) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in the United Kingdom whose shares are the subject of this Agreement; and
 - (ii) promptly provide the Security Agent with a copy of that notice.

14.5 **Voting rights and dividends**

- (a) Until the occurrence of a Declared Default, each Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments.

- (b) If the relevant Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) must exercise the voting rights, powers and other rights in respect of the Investments in any manner which the relevant Chargor may direct in writing. The Security Agent (or that nominee) will execute any form of proxy or other document which the relevant Chargor may reasonably require for this purpose.
- (c) Until the occurrence of a Declared Default, all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the relevant Chargor. If the relevant Investments have been registered in the name of the Security Agent or its nominee:
 - (i) the Security Agent (or its nominee) will promptly execute any dividend mandate necessary to ensure that payment is made direct to the relevant Chargor; or
 - (ii) if payment is made directly to the Security Agent (or its nominee) at a time prior to the occurrence of a Declared Default, the Security Agent (or that nominee) will promptly pay that amount to the relevant Chargor.
- (d) Until the occurrence of a Declared Default, the Security Agent shall use its reasonable endeavours to promptly forward to the relevant Chargor all material notices, correspondence and/or other communication it receives in relation to the Investments.
- (e) After the occurrence of a Declared Default, the Security Agent (or its nominee) may exercise or refrain from exercising:
 - (i) any voting rights; and
 - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by any Chargor.
- (f) To the extent that the Investments remain registered in the name of a Chargor, each Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments after the occurrence of a Declared Default.
- (g) Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any Investment on the direction of that Chargor.

15 MATERIAL CONTRACTS

15.1 Rights

- (a) Subject to the rights of the Security Agent under paragraph (b) below, each Chargor shall (as agent for the Security Agent) diligently pursue its rights under each of its Material Contracts, but only if and to the extent that the exercise of those rights in the manner proposed would not result in an Event of Default under the terms of the Subscription Agreement.
- (b) After the occurrence of a Declared Default, the Security Agent may exercise (without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by that Chargor) any of that Chargor's rights under its Material Contracts.

15.2 Preservation

No Chargor may, without the prior consent of the Security Agent or unless expressly permitted by the Subscription Agreement:

- (a) amend or waive any term of, or terminate, any of its Material Contracts; or
- (b) take any action which might jeopardise the existence or enforceability of any of its Material Contracts.

15.3 Notices of Assignment

Each Chargor shall:

- (a) within 10 (ten) Business Days of the date of this Agreement (and within ten (10) Business Days of the execution of any Material Contract executed after the date of this Agreement) serve a Notice of Assignment substantially in the form set out in Schedule 9 (*Form of notice for Material Contracts*) on each of the other parties to each of its Material Contracts; and
- (b) use reasonable endeavours to procure that each such other party delivers a letter of undertaking to the Security Agent within fifteen (15) Business Days of the date of this Agreement or, if later, the date of entry into that Material Contract (as applicable).

16 POWER OF ATTORNEY

16.1 Appointment

- (a) Subject to paragraph (b) below, each Chargor, by way of security, irrevocably and severally appoints the Security Agent, any Receiver and any of their respective delegates or sub-delegates to be its attorney (with full power of substitution and delegation) in its name, on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which the attorney may consider to be required or desirable for:
 - (i) carrying out any obligation of that Chargor under this Agreement or any other document or agreement referred to or entered into pursuant to this Agreement;
 - (ii) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by this Agreement, by law or otherwise (including, at any time when this power of attorney is exercisable, the exercise of any right of a legal or beneficial owner of any Security Asset).
- (b) The power given under paragraph (a) above may only be exercised:
 - (i) if a Chargor has failed to comply with its obligations under this Agreement; or
 - (ii) an Event of Default is continuing.

16.2 Ratification

Each Chargor undertakes to ratify and confirm all acts and things made, done or executed by an attorney under Clause 16.1 (*Appointment*).

17 ENFORCEMENT OF SECURITY

17.1 Enforcement

At any time:

- (a) after the occurrence of a Declared Default; or
- (b) after a request from any Chargor to the Security Agent that it exercise any of its powers by or pursuant to this Agreement,

the Security created by or pursuant to this Agreement is immediately enforceable.

17.2 Exercise of powers

At any time that the Security created by or pursuant to this Agreement is enforceable under Clause 17.1 (*Enforcement*), the Security Agent may, in its sole and absolute discretion and without notice to any Chargor or any prior authorisation from any court:

- (a) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Security Assets (at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration)); and
- (b) exercise:
 - (i) all or any of the rights, powers, authorities and discretions conferred by the LPA (as varied or extended by this Agreement) on mortgagees and by this Agreement on any Receiver or otherwise conferred by law on mortgagees or Receivers; and
 - (ii) all or any of the rights, powers, authorities and discretions conferred by this Agreement on a Receiver (whether expressly or implied),

irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Security Asset.

17.3 Statutory powers

- (a) The powers conferred on mortgagees, receivers or administrative receivers by the LPA and the Insolvency Act 1986 shall apply to the Security created by or pursuant to this Agreement, unless expressly or impliedly excluded.
- (b) The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Agreement shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA, and such power shall arise, and the Secured Obligations are deemed to have become due and payable, on the date of this Agreement.
- (c) The restrictions contained in sections 93 and 103 of the LPA shall not apply to the Security created by or pursuant to this Agreement or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Agreement with any other Security in existence at any time or to its power of sale.

17.4 Power of leasing

- (a) The statutory powers of leasing may be exercised by Security Agent at any time after the Security created by or pursuant to this Agreement is enforceable under Clause 17.1 (*Enforcement*), and the Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options as it thinks fit, without the need to comply with any provision of section 99 or section 100 of the LPA.

- (b) No Chargor shall have, at any time during the Security Period, the power pursuant to section 99 of the LPA to make any lease in respect of any Real Property, save as expressly permitted by the Subscription Agreement or otherwise with the prior consent of the Security Agent.

17.5 **Appropriation**

- (a) To the extent that any Security Asset constitutes "**financial collateral**" and this Agreement and the obligations of the Chargors under this Agreement constitute "security financial collateral arrangement" (in each case, as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Regulations**")), the Security Agent shall have the right to appropriate all or any part of such financial collateral in or toward the discharge of the Secured Obligations and may exercise that right to appropriate by giving written notice to the relevant Chargor.
- (b) The Parties agree that the value of any financial collateral appropriated under paragraph (a) above shall be:
 - (i) In the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued interest which has not been credited to the account, at the time of appropriation;
 - (ii) in the case of securities, the price at which those securities can be disposed of by the Security Agent; or
 - (iii) in the case of any other asset, the market value of that financial collateral as determined by the Security Agent,in relation to paragraphs (ii) and (iii) above, acting in a commercially reasonable manner (including by way of an independent valuation).
- (c) The Parties agree that the methods of valuation provided for in paragraph (b) above constitute a commercially reasonable method of valuation for the purposes of the Regulations.

17.6 **Fixtures**

The Security Agent may sever any fixtures from any property to which they are attached and sell them separately from that property.

17.7 **Effect of moratorium**

Notwithstanding any other provision of this Clause 17.7, the Security Agent shall not be entitled to exercise its rights under this Clause 17.7 or paragraph (b) of Clause 4.2 (*Crystallisation*) where the right arises as a result of Event of Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to schedule A1 of the Insolvency Act 1986.

18 **RECEIVER**

18.1 **Appointment of Receiver**

- (a) At any time that the Security created by or pursuant to this Agreement is enforceable under Clause 17.1 (*Enforcement*), the Security Agent may (acting through an authorised officer of the Security Agent and whenever it deems appropriate):
 - (i) without prior notice to any Chargor:
 - (A) appoint one or more persons to be a Receiver of the whole or any part of the Security Assets;

- (B) appoint two or more Receivers of separate parts of the Security Assets;
 - (C) remove (so far as it is lawfully able) any Receiver so appointed (subject to the provisions of section 45 of the Insolvency Act 1945 in the case of an administrative receivership);
 - (D) appoint another person(s) as an additional or replacement Receiver(s); or
 - (E) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 14 of schedule B1 of the Insolvency Act 1986; and
- (ii) following notice to the relevant Chargor, appoint one or more persons to be an administrator of that Chargor pursuant to paragraph 12 of schedule B1 of the Insolvency Act 1986.
- (b) If, at any time, more than one Receiver has been appointed in respect of the Security Assets, each Receiver may separately exercise all of the powers conferred by this Agreement (unless the appointment specifies otherwise).
 - (c) The Security Agent may affect any appointment or removal under paragraph (a) above may be by deed, under seal or in writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver).
 - (d) Except as provided in Clause 17.7 (*Effect of moratorium*), any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA) does not apply to this Agreement.
 - (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

18.2 Capacity of Receivers

Each Receiver appointed pursuant to Clause 18.1 (*Appointment of Receiver*) shall:

- (a) be entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) be deemed to be the agent of the relevant Chargor for all purposes (and accordingly that Chargor shall be solely responsible for its contracts, engagements, acts, omissions, defaults and losses and for the payment of its remuneration);
- (c) not act at any time as agent for the Security Agent or any other Secured Party (and accordingly no Secured Party shall have any responsibility or liability (either to the relevant Chargor or to any other person) in respect of any Receiver); and
- (d) be entitled to remuneration for its services at a rate fixed by the Security Agent from time to time (and the maximum rate specified in section 109(6) of the LPA will not apply).

18.3 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Agreement (either expressly or impliedly) or by law on a Receiver may after the Security created by or pursuant to this Agreement becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

19 POWERS OF RECEIVER

19.1 General

Each Receiver appointed under or pursuant to this Agreement shall (subject to any restrictions in the instrument appointing him and notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise in relation to the Security Assets in respect of which it was appointed and as varied and extended by the provisions of this Agreement (in the name of or on behalf of any Chargor or in its own name and, in each case, at the cost of that Chargor):

- (a) all the powers conferred by the LPA on mortgagors and on mortgagees in possession and on receivers appointed under the LPA (which are deemed to be incorporated into this Agreement);
- (b) all the powers of an administrative receiver set out in schedule 1 to the Insolvency Act 1986 (which are deemed to be incorporated into this Agreement), whether or not the Receiver is an administrative receiver;
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which that Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of that Chargor) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
 - (ii) the exercise of the rights, powers and remedies of the Security Agent provided by or pursuant to this Agreement or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
 - (iii) bringing to its hands any assets of any Chargor forming part of, or which when got in would be, Security Assets.

19.2 Enumerated powers

Without limiting the generality of Clause 19.1 (*General*), each Receiver shall have the power to:

- (a) manage, develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to the Security created by or pursuant to this Agreement or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Security Assets, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Security Assets and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Security Assets on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Security Assets and maintain, renew, take out or increase insurances;

- (g) exercise all voting and other rights attaching to the Investments, Shares and other stocks, shares and other securities owned by the relevant Chargor and comprised in the Security Assets;
- (h) redeem any prior Security on or relating to the Security Assets and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this Agreement and/or to guard or protect the Security Assets upon terms as to remuneration or otherwise as it may think fit;
- (j) settle, adjust any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Security Assets;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Security Assets;
- (l) purchase or acquire any land or any interest in or right over land; and
- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Real Property.
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 19.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets, and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which it may think fit.

19.3 **Other powers**

A Receiver may:

- (a) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 19.3 or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets, a use the name of the relevant Chargor for all such purposes
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for any of the purposes set out in this Clause 19.3;
- (d) exercise any power set out in this Clause 19.3 in any manner which it may think fit; and
- (e) delegate any of its powers in accordance with the terms of this Agreement.

20 **APPLICATION OF PROCEEDS**

20.1 **Order of application**

All amounts (including any non-cash recoveries) from time to time received or recovered by the Security Agent or any Receiver pursuant to this Agreement or in connection with the realisation or enforcement of all or any part of the Security created by or pursuant to this Agreement will be held by the Security Agent and applied in accordance with clause 30 (*Payment Mechanics*) of the Subscription Agreement.

20.2 **Application against Secured Obligations**

Subject to Clause 20.1 (*Order of application*), any moneys or other value received or realised by the Security Agent from a Chargor or a Receiver under or in connection with this Agreement may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any manner in which the Security Agent may determine.

20.3 **Receivers**

Sections 109(6) and 109(8) of the LPA shall not apply to a Receiver appointed under or pursuant to this Agreement.

20.4 **General**

This Clause 20:

- (a) is subject to the payment of any claims having priority over the Security created by or pursuant to this Agreement; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from the Chargors.

21 **PROTECTION OF SECURITY AGENT AND RECEIVER**

21.1 **Terms of appointment**

The provisions set out in clause 27 (*The Security Agent*) of the Subscription Agreement] shall govern the rights, duties and obligations of the Security Agent under this Agreement.

21.2 **Discretion**

Any liberty or power which may be exercised or any determination which may be made under this Agreement by the Security Agent or any Receiver may, subject to the terms and conditions of the Subscription Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

21.3 **Delegation**

- (a) Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically and whether by power of attorney or otherwise) all or any of the rights, powers, authorities and discretions conferred on it by this Agreement (including the power of attorney set out in Clause 16 (*Power of attorney*)) on such terms and conditions as it shall see fit, which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself.
- (b) Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

21.4 **No liability**

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Security Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its gross negligence or wilful default under the Finance Documents.

21.5 **Possession of Security Asset**

Without prejudice to Clause 21.4 (*No liability*), if the Security Agent or any Receiver enters into possession of any Security Asset, it will not be liable to account as mortgagee in possession and may (in its sole discretion) at any time go out of such possession.

21.6 **Powers cumulative**

The rights, powers, authorities and discretions conferred on the Security Agent, the other Secured Parties and any Receiver appointed under or pursuant to this Agreement are cumulative, without prejudice to their respective rights, powers and authorities under laws of general application and may be exercised as often as that persona may deem appropriate from time to time.

21.7 **Primary liability of Chargor**

Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Security Assets shall be deemed to be a principal security for the Secured Obligations. The liability of each Chargor under this Agreement and the Security created by or pursuant to this Agreement shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension or time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Chargor (as a surety only) or the Security created by or pursuant to this Agreement (as secondary or collateral charges only) would, but for this provision, have been discharged.

21.8 **Waiver of defences**

The obligations of, and the Security created by, each Chargor under this Agreement will not be affected by an act, omission, matter or thing which, but for this Clause 21.8, would reduce, release or prejudice any of its obligations under this Agreement (without limitation and whether or not known to it or the Security Agent or any other Secured Party):

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any Chargor or any other member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

- (f) any unenforceability, illegality or invalidity of any obligation of any person in relation to any Finance Document or any other document or Security or of the Secured Obligations; or
- (g) any insolvency or similar proceedings.

21.9 **Chargor intent**

Without prejudice to the generality of Clause 21.8 (*Waiver of defences*), each Chargor expressly confirms that it intends that this Agreement and the Security created by or pursuant to this Agreement shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any Finance Document and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

21.10 **Immediate recourse**

Each Chargor waives any right it may have of first requiring the Security Agent or any other Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Agreement. This waiver applies irrespective of any law or any provision of this Agreement to the contrary.

21.11 **Deferral of rights**

Until the expiry of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Agreement:

- (a) to be indemnified by a Chargor;
- (b) to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party in respect of any of the Secured Obligations or of any other guarantee or security taken pursuant to, or in connection with, the Secured Obligations by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under other Finance Documents;
- (e) to exercise any right of set-off against any Chargor; and/or
- (f) to claim or prove as a creditor of any Chargor in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for the Secured Parties to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Chargors under or in connection with the Finance Documents to be repaid in full and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 20 (*Application of proceeds*).

21.12 **Additional security**

The Security created by or pursuant to this Agreement by each Chargor are in addition to and not in any way prejudiced by any other guarantee or security now or subsequently held by the Security Agent or any other Secured Party.

22 **PROTECTION OF THIRD PARTIES**

22.1 **No obligation to enquire**

No person (including a purchaser) dealing with the Security Agent or any Receiver (or their agents, delegates or sub-delegates) shall be obliged or concerned to enquire:

- (a) whether the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

22.2 **Receipt conclusive**

The receipt of the Security Agent or any Receiver shall be an absolute and conclusive discharge to a purchase and shall relieve him of any obligation to see the application of any monies paid to or by the discretion of the Security Agent or any Receiver.

23 **SET-OFF**

23.1 **Set-off (generally)**

The Security Agent may set off any matured obligation due from a Chargor under this Agreement or any other Finance Document (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

23.2 **Unliquidated claims**

If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent to any Chargor, the relevant obligation or liability is unliquidated or unascertained, the Security Agent may set off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

23.3 **No set-off by Chargors**

All payments to be made by a Chargor under this Agreement shall be calculated and shall be made without (and free and clear of any deduction for) set-off or counterclaim.

24 **PRIOR SECURITY INTERESTS**

- (a) The Security Agent may, concurrently with or at any time after the commencement of any action, proceeding or step to exercise any powers or remedies conferred by any prior ranking Security against any of the Security Assets or the exercise by the Security Agent or any Receiver of any power of sale under this Agreement, redeem any prior ranking Security on or relating to any of the Security Assets or procure the transfer of

that Security to itself. The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor.

- (b) Each Chargor will on demand pay to the Security Agent all principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer.

25 **SUBSEQUENT SECURITY INTERESTS**

If the Security Agent (acting in its capacity as trustee or otherwise) or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Security Assets (other than any Security or other interest expressly permitted by the Finance Documents), all payments thereafter by or on behalf of the relevant Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any other Secured Party will (in the absence of any express contrary) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations as from the time that notice was received.

26 **SUSPENSE ACCOUNTS**

- 26.1 All monies received, recovered or realised by the Security Agent or any Receiver under or in connection with this Agreement (including the proceeds of any conversion of currency) may, in the sole discretion of the Security Agent, be credited to any suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Security Agent considers appropriate (including itself) for so long as it may think fit, pending application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations.
- 26.2 Any suspense or impersonal account(s) opened under Clause 26.1 above may be to the credit of the relevant Chargor, the Security Agent or any Receiver, as selected by the Security Agent.
- 26.3 No Party (other than the Security Agent) will be entitled to withdraw any amount at any time standing to the credit or any suspense or impersonal account(s) opened under Clause 26.1 above, save as otherwise provided in this Agreement.

27 **CHANGES TO THE PARTIES**

27.1 **Assignments and transfers by the Security Agent**

- (a) The Security Agent may assign any of its rights or transfer any of its rights and obligations under this Agreement.
- (b) Subject to the provisions of the other Finance Document the Security Agent shall be entitled to disclose such information concerning the Chargor and this Agreement as the Security Agent considers appropriate to any actual or proposed direct or indirect successor, assignee or transferee of the Security Agent or to any person to whom information may be required to be disclosed by applicable law or regulation.

27.2 **No assignments or transfers by any Chargor**

No Chargor may assign any of its rights or transfer any of its rights and obligations under this Agreement.

27.3 **Additional Chargors**

- (a) Each Chargor will procure that any new Subsidiary (incorporated in England and Wales) owned or controlled by it, that is required to become an Additional Guarantor pursuant to the Subscription Agreement, becomes an Additional Chargor.
- (b) A Subsidiary owned or controlled by a Chargor shall become an Additional Chargor if:

- (i) that Subsidiary executes and delivers to the Security Agent a duly completed and executed Security Accession Deed; and
 - (ii) the Security Agent has received all documents and other evidence required by it to comply with "know your customer" or similar identification procedures where the necessary information is not already available to it (whether under the Subscription Agreement or otherwise).
- (c) Each Chargor consents to any company becoming an Additional Chargor as contemplated by paragraphs (a) and (b) above.
- (d) Each Chargor confirms that the execution of any Security Accession Deed by a new Subsidiary will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), this Agreement and that this Agreement shall remain in full force and effect as supplemented by any such Security Accession Deed.
- (e) Each Chargor further confirms that the execution of any other supplemental security document by an Additional Chargor will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), this Agreement and that this Agreement shall remain in full force and effect as supplemented by any such supplemental security document.

28 RELEASE

28.1 Release upon expiry of the Security Period

- (a) Upon the expiry of the Security Period, the Security Agent and each other Secured Party shall (at the request and cost of each Chargor) execute any documents or take any action which may be necessary to release the Security Assets from the Security created by or pursuant to this Agreement and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Agreement, in each case, without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.
- (b) Any release or reassignment by the Security Agent or any other Secured Party under paragraph (a) above shall be subject to Clause 28.2 (*Amounts avoided*) and Clause 28.3 (*Discharge conditional*).

28.2 Amounts avoided

If any amount paid or credited to any Secured Party in respect of the Secured Obligations is capable of being avoided or reduced or set aside by virtue of the bankruptcy, insolvency or liquidation of the relevant Chargor or otherwise, then the liability of that Chargor under this Agreement and the Security created by or pursuant to this Agreement will continue and such amount will not be considered to have been irrevocably discharged.

28.3 Discharge conditional

Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly that Secured Party shall be entitled to recover from that Chargor the value which that Secured Party has placed on that Security or the amount of any such payment as if that settlement or discharge had not occurred.

29 **MISCELLANEOUS**

29.1 **Partial invalidity**

If, at any time, any provision of this Agreement 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 of this Agreement nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Agreement is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

29.2 **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any other Secured Party any right, power or remedy under this Agreement or at law shall operate as a waiver or such right, power or remedy or constitute an election to affirm this Agreement. No election to affirm this Agreement on the part of the Security Agent or any other Secured Party shall be effective unless it is in writing. No single or partial exercise of any right, power or remedy shall prevent any further or other exercise or the exercise of any other right, power or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

30 **COUNTERPARTS**

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

31 **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

32 **JURISDICTION**

32.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**").

32.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes, and accordingly, no Party will argue to the contrary.

32.3 Notwithstanding Clause 32.1 above, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS AGREEMENT has been executed and delivered as, and is intended to take effect as, a deed by each Chargor and has been signed by the Security Agent on the date stated at the beginning of this Agreement.

**SCHEDULE 1
THE ORIGINAL CHARGORS**

Name of Chargor	Jurisdiction of incorporation or organisation	Registered number
Time Out Group plc	England and Wales	07440171
Time Out Digital Limited	England and Wales	02250222
Time Out England Limited	England and Wales	01782049
Time Out Market Limited	England and Wales	09550826
Time Out Market London Limited	England and Wales	10359194
Time Out Group MC Limited	England and Wales	07440310
Time Out Group BC Limited	England and Wales	07440330
Time Out New York Limited	England and Wales	02977606

**SCHEDULE 2
INTELLECTUAL PROPERTY**

**PART 1
TRADE MARKS**

Registration number	Country	Mark	Time Out Entity Owner	Registration Date	Class	Specification
Case reference: T8493071EM, Official Number: 014539399	European Community Mark	TIME MARKET	OUT Time Out Market Limited	03 March 2016	09, 35, 36, 41, 43	word
Case reference: T8500665EM, Official Number: 014868699	European Community Mark	TIME MARKET (logo)	OUT Time Out Market Limited	18 March 2016	09, 35, 36, 41, 43	figurative
Case Reference: T8500669GB, Official Number: 00003126079	United Kingdom	TIME MARKET	OUT Time Out Market Limited	25 March 2016	09, 35, 36, 41, 43	word
UK00914539399	United Kingdom	TIME MARKET	OUT Time Out Market Limited	8 September 2015	09, 35, 36, 41, 43	Word
UK00914868699	United Kingdom	TIME MARKET (logo)	OUT Time Out Market Limited	3 December 2015	09, 35, 36, 41, 43	Figurative
Registration Number: 1339195	Australia	TIME MARKET	OUT Time Out Market Limited	Accepted 02 August 2017, Registered from 08 March 2016	09, 35, 36, 41, 43	word
Registration Number: 1339195	International (Madrid)	TIME MARKET	OUT Time Out Market Limited	8 March 2016	09, 35, 36, 41, 43	word
1418927	International (Madrid)	TIME MARKET LOGO	OUT Time Out Market Limited	18 May 2018	09, 35, 36, 41, 43	logo

Registration number	Country	Mark	Time Out Entity Owner	Registration Date	Class	Specification
249925, 249926, 249928	UAE	TIME MARKET OUT	Time Out Market Limited	Applications filed 8 March 2016. Registered 15 Jan 2018	35, 36, 43	word
104434, 104435, 104436	Qatar	TIME MARKET OUT	Time Out Market Limited	Applications filed 8 March 2016. Registered 30 Nov 2016	35, 36, 43	word
Application No. AE/306039 Registration No. 306039	United Arab Emirates	TIME MARKET OUT	Time Out Market Limited	Application filed 11 February 2019 Registered 9 July 2019	41	word
Application No. AE/306040 Registration No. 306040	United Arab Emirates	TIME MARKET AND DEVICE (SERIES OF 2)	Time Out Market Limited	Application filed 11 February 2019 Registered 9 July 2019	35	Word and device
Application No. AE/306042 Registration No. 306042	United Arab Emirates	TIME MARKET AND DEVICE (SERIES OF 2)	Time Out Market Limited	Application filed 11 February 2019 Registered 9 July 2019	36	Word and device
Application No. AE/306043 Registration No. 306043	United Arab Emirates	TIME MARKET AND DEVICE (SERIES OF 2)	Time Out Market Limited	Application filed 11 February 2019 Registered 9 July 2019	41	Word and device
Application No. AE/306045 Registration No. 306045	United Arab Emirates	TIME MARKET AND	Time Out Market Limited	Application filed 11 February 2019	43	Word and device

Registration number	Country	Mark	Time Out Entity Owner	Registration Date	Class	Specification
		DEVICE (SERIES OF 2)		Registered 9 July 2019		
Application No. AE/306046 Registration No. 306046	United Arab Emirates	TIME OUT MARKET AND CIRCLE DEVICE	Time Out Market Limited	Application filed 11 February 2019 Registered 9 July 2019	35	Word and device
Application No. AE/306047 Registration No. 306047	United Arab Emirates	TIME OUT MARKET AND CIRCLE DEVICE	Time Out Market Limited	Application filed 11 February 2019 Registered 9 July 2019	36	Word and device
Application No. AE/306050 Registration No. 306050	United Arab Emirates	TIME OUT MARKET AND CIRCLE DEVICE	Time Out Market Limited	Application filed 11 February 2019 Registered 9 July 2019	41	Word and device
Application No. AE/306051 Registration No. 306051	United Arab Emirates	TIME OUT MARKET AND CIRCLE DEVICE	Time Out Market Limited	Application filed 11 February 2019 Registered 9 July 2019	43	Word and device
1339195	Japan	TIME OUT MARKET	Time Out Market Limited	International Registration date: 1 May 2018	09, 35, 36, 41, 43	Word
1418927	Japan	TIME OUT MARKET LOGO	Time Out Market Limited	International Registration date: 18 May 2018	09, 35, 36, 41, 43	logo

Registration number	Country	Mark	Time Out Entity Owner	Registration Date	Class	Specification
1339195	China	TIME MARKET	OUT Time Out Market Limited [NOTE: Assignment still pending]	International Registration date: 8 March 2016	09, 35, 36, 41, 43	Word
1339195	Israel	TIME MARKET	OUT Time Out Market Limited	International Registration date: 8 March 2016	09, 35, 36, 41, 43	Word
1339195	Russian Federation	TIME MARKET	OUT Time Out Market Limited	International Registration date: 8 March 2016	09, 35, 36, 41, 43	Word
1418927	Australia	TIME MARKET LOGO	OUT Time Out Market Limited	International Registration date: 18 May 2018	09, 35, 36, 41, 43	logo
1418927	China	TIME MARKET LOGO	OUT Time Out Market Limited [NOTE: Assignment still pending]	International Registration date: 18 May 2018	09, 35, 36, 41, 43	logo
6164917	Japan	TIME MARKET LOGO	OUT Time Out Market Limited	International Registration date: 26 July 2019	09, 35, 36, 41, 43	logo
Application No. 1842820 Registration No. TMA1082688	Canada	TIME MARKET	OUT Application date: 15 June 2017 International Registration	9, 35, 36, 41, 43	word	

Registration number	Country	Mark	Time Out Entity Owner	Registration Date	Class	Specification
			date: 1 October 2020			
Application No. 1896607 Registration No. TMA1086974	Canada	TIME OUT MARKET LOGO	Application date: 30 April 2018 Registration date: 4 Nov 2020 10 years, Renewal by 4 November 2030.	09, 35, 36, 41, 43	logo	Application No. 1896607 Registration No. TMA1086974
1339195	Tunisia	TIME OUT MARKET	Time Out Market Limited	Date of registration 4 August 2022	9, 35, 36, 41, 43	word
1339195	Bahrain	TIME OUT MARKET	Time Out Market Limited	Date of registration 4 August 2022	9, 35, 36, 41, 43	word
1339195	Turkey	TIME OUT MARKET	Time Out Market Limited	Date of registration 4 August 2022	9, 35, 36, 41, 43	word
1339195	Mexico	TIME OUT MARKET	Time Out Market Limited	Date of registration 4 August 2022	9, 35, 36, 41, 43	word
1418927	Tunisia	TIME OUT MARKET LOGO	Time Out Market Limited	Date of registration 4 August 2022	9, 35, 36, 41, 43	logo
1418927	Bahrain	TIME OUT MARKET LOGO	Time Out Market Limited	Date of registration 4 August 2022	9, 35, 36, 41, 43	logo
1418927	Turkey	TIME OUT MARKET LOGO	Time Out Market Limited	Date of registration 4 August 2022	9, 35, 36, 41, 43	logo

Registration number	Country	Mark	Time Out Entity Owner	Registration Date	Class	Specification
1418927	Mexico	TIME OUT MARKET LOGO	Time Out Market Limited	Date of registration 4 August 2022	9, 35, 36, 41, 43	logo
1339195	South Korea	TIME OUT MARKET	Time Out Market Limited	Date of registration 6 October 2022	9, 35, 36, 41, 43	word
1418927	South Korea	TIME OUT MARKET LOGO	Time Out Market Limited	Date of registration 6 August 2022	9, 35, 36, 41, 43	logo

**PART 2
TRADE MARK APPLICATIONS**

Application number	Country	Mark	Registration Date	Class	Specification
1906632	Canada	TIME OUT MARKET MONTREAL	Application filed on 27 June 2018, awaiting examination report	09, 16, 18, 21, 25, 35, 36, 41, 43	word
1906637	Canada	TIME OUT MARKET MONTREAL LOGO (BLACK ON WHITE)	Application filed on 27 June 2018, awaiting examination report	09, 16, 18, 21, 25, 35, 36, 41, 43	Logo
1906639	Canada	TIME OUT MARKET MONTREAL LOGO (WHITE ON BLACK)	Application filed on 27 June 2018, awaiting examination report	09, 16, 18, 21, 25, 35, 36, 41, 43	Logo
1909392	Canada	TIME OUT MARKET MONTREAL LOGO (BLACK ON WHITE)	Application filed on 27 June 2018, awaiting examination report (duplicate application as there was a minor error in the first application No. 1906637)	09, 16, 18, 21, 25, 35, 36, 41, 43	Logo
358579	Saudi Arabia	TIME OUT MARKET	Application filed on 20 July 2022 Publication Date on 25 July 2022	35	word
358580	Saudi Arabia	TIME OUT MARKET	Application filed on 20 July 2022 Publication Date on 24 July 2022	36	word

Application number	Country	Mark	Registration Date	Class	Specification
358586	Saudi Arabia	TIME OUT MARKET	Application filed on 20 July 2022 Publication Date on 24 July 2022	43	word
358592	Saudi Arabia	TIME OUT MARKET LOGO	Application filed on 20 July 2022 Publication Date on 24 July 2022	35	logo
358593	Saudi Arabia	TIME OUT MARKET LOGO	Application filed on 20 July 2022 Publication Date on 24 July 2022	36	logo
358595	Saudi Arabia	TIME OUT MARKET LOGO	Application filed on 20 July 2022 Publication Date on 27 July 2022	43	logo
2022/18611	South Africa	TIME OUT MARKET	Application filed on 17 June 2022	9	word
2022/18612	South Africa	TIME OUT MARKET	Application filed on 17 June 2022	35	word
2022/18613	South Africa	TIME OUT MARKET	Application filed on 17 June 2022	36	word
2022/18614	South Africa	TIME OUT MARKET	Application filed on 17 June 2022	41	word

Application number	Country	Mark	Registration Date	Class	Specification
2022/18615	South Africa	TIME OUT MARKET	Application filed on 17 June 2022	43	word
2022/18651	South Africa	TIME OUT MARKET LOGO	Application filed on 17 June 2022	9	logo
2022/18652	South Africa	TIME OUT MARKET LOGO	Application filed on 17 June 2022	35	logo
2022/18653	South Africa	TIME OUT MARKET LOGO	Application filed on 17 June 2022	36	logo
2022/18654	South Africa	TIME OUT MARKET LOGO	Application filed on 17 June 2022	41	logo
2022/18655	South Africa	TIME OUT MARKET LOGO	Application filed on 17 June 2022	43	logo

**PART 3
TIME OUT DOMAIN EXPORT**

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
cinemaclub.co	Timeout England Limited (Primary)	.co	Colombia	Managed By Com Laude	2017-02-28	2015-09-22	2023-09-21	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
hallst.com	Hall street	.com	Commercial	Managed By Com Laude	2016-12-28	2010-11-22	2022-11-22	Timeout England Limited (Timeout England Limited)	ns-581.awsdns-08.net	ns-1964.awsdns-53.co.uk	ns-1172.awsdns-18.org	ns-288.awsdns-36.com
hallst.es	Hall street	.es	Spain	Managed By Com Laude	2016-08-01	2011-01-16	2023-01-16	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
hallst.net	Hall street	.net	Networks	Managed By Com Laude	2016-08-07	2011-01-16	2023-01-16	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
hallstreet.com	Hall street	.com	Commercial	Managed By Com Laude	2017-01-20	1998-09-02	2023-09-01	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
hallstreet.es	Hall street	.es	Spain	Managed By Com Laude	2016-05-11	2011-05-19	2023-05-19	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
keynoir.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2016-05-10	2010-01-25	2023-01-25	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
leanworks.co	Timeout England Limited (Primary)	.co	Colombia	Managed By Com Laude	2017-06-19	2017-06-19	2023-06-18	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
likecube.co.uk	Timeout England Limited (Primary)	.co.uk	United Kingdom	Managed By Com Laude	2016-08-24	2006-07-13	2023-07-13	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
likecube.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2016-08-30	2006-03-19	2023-03-19	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
newsletter-timeout.fr	Timeout England Limited (Primary)	.fr	France	Managed By Com Laude	2015-06-08	2012-08-02	2023-08-18	Timeout England Limited (Timeout England Limited)	ns-1851.awsdns-39.co.uk	ns-757.awsdns-30.net	ns-1511.awsdns-60.org	ns-168.awsdns-21.com
tiemout.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2017-10-06	2017-06-19	2023-06-19	Lorna Gradden	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
time-out-market.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout-clientcenter.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2020-01-23	2015-02-03	2023-02-03	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout-market.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-12-17	2015-12-17	2022-12-17	Time Out Group Ltd (Time Out Group Ltd)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout-markets.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-12-17	2015-12-17	2022-12-17	Time Out Group Ltd (Time Out Group Ltd)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeout-us.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2012-06-19	2023-06-19	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.au	Timeout England Limited (Primary)	.au	Australia	Not Possible				Print & Digital Publishing Pty Ltd (Print & Digital Publishing Pty Ltd)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.barcelona	Timeout England Limited (Primary)	.barcelona	New gTLDs	Managed By Com Laude	2017-10-10	2016-03-21	2023-03-21	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.beer	Timeout England Limited (Primary)	.beer	New gTLDs	Managed By Com Laude	2019-03-25	2019-03-25	2023-03-25	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.cat	Timeout England Limited (Primary)	.cat	Catalan Language And Culture	Managed By Com Laude	2017-12-12	2006-09-14	2022-09-14	Time Out Spain Media SL (Time Out Spain Media SL)	ns-1066.awsdns-05.org	ns-1782.awsdns-30.co.uk	ns-467.awsdns-58.com	ns-836.awsdns-40.net
timeout.cn	Timeout England Limited (Primary)	.cn	China	Pending Snapback				Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.co.uk	Timeout England Limited (Primary)	.co.uk	United Kingdom	Managed By Com Laude	2015-06-05	1996-02-22	2023-02-22	Timeout England Limited (Timeout England Limited)	ns-1787.awsdns-31.co.uk	ns-85.awsdns-10.com	ns-1394.awsdns-46.org	ns-895.awsdns-47.net
timeout.coffee	Timeout England Limited (Primary)	.coffee	New gTLDs	Managed By Com Laude	2019-01-21	2019-01-21	2023-01-21	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeout.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-05-12	1998-09-09	2023-09-08	Timeout England Limited (Timeout England Limited)	ns-148.awsdns-18.com	ns-757.awsdns-30.net	ns-1356.awsdns-41.org	ns-1674.awsdns-17.co.uk
timeout.com.cn	Timeout England Limited (Primary)	.com.cn	China	Pending Snapback				Timeout England Limited (Timeout England Limited)	nsgbr.com/laude.co.uk	nssui.com/laude.ch	nsusa.com/laude.net	(default)
timeout.com.hk	Timeout England Limited (Primary)	.com.hk	Hong Kong	Managed By Com Laude	2017-10-17	2017-10-17	2023-02-02	Com Laude local presence (Com Laude local presence)	ns-833.awsdns-40.net	ns-189.awsdns-23.com	ns-1629.awsdns-11.co.uk	ns-1194.awsdns-21.org
timeout.com.pt	Timeout England Limited (Primary)	.com.pt	Portugal	Managed By Com Laude	2015-11-02	2015-11-02	2023-11-01	Timeout England Limited (Timeout England Limited)	nsgbr.com/laude.co.uk	nssui.com/laude.ch	nsusa.com/laude.net	(default)
timeout.com.tw	Timeout England Limited (Primary)	.com.tw	Taiwan-Province Of China	Managed By Com Laude	2018-04-05	2018-03-07	2023-03-07	Timeout England Limited (Timeout England Limited)	nsgbr.com/laude.co.uk	nssui.com/laude.ch	nsusa.com/laude.net	(default)
timeout.cz	Timeout England Limited (Primary)	.cz	Czech Republic	Managed By Com Laude	2020-01-14	1999-06-23	2023-10-13	Timeout England Limited (Timeout England Limited)	nsgbr.com/laude.co.uk	nssui.com/laude.ch	nsusa.com/laude.net	(default)
timeout.dance	Timeout England Limited (Primary)	.dance	New gTLDs	Managed By Com Laude	2019-01-21	2019-01-21	2023-01-21	Timeout England Limited (Timeout England Limited)	nsgbr.com/laude.co.uk	nssui.com/laude.ch	nsusa.com/laude.net	(default)
timeout.deals	Timeout England Limited (Primary)	.deals	New gTLDs	Managed By Com Laude	2019-01-21	2019-01-21	2023-01-21	Timeout England Limited (Timeout England Limited)	nsgbr.com/laude.co.uk	nssui.com/laude.ch	nsusa.com/laude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeout.dubai	Timeout England Limited (Primary)	.dubai	New gTLDs	Pending TLD Launch				Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.es	Timeout England Limited (Primary)	.es	Spain	Managed By Com Laude	2017-10-16	2013-02-27	2023-02-27	Timeout England Limited (Timeout England Limited)	ns-349.awsdn s-43.com	ns-846.awsdn s-41.net	ns-1669.awsdn ns-16.co.uk	ns-1061.awsdn ns-04.org
timeout.film	Timeout England Limited (Primary)	.film	New gTLDs	Managed By Com Laude	2019-03-25	2019-03-25	2023-03-25	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.fr	Timeout England Limited (Primary)	.fr	France	Managed By Com Laude	2015-06-15	1996-12-16	2023-08-18	Timeout England Limited (Timeout England Limited)	ns-1553.awsdn ns-02.co.uk	ns-1152.awsdn ns-16.org	ns-456.awsdn s-57.com	ns-532.awsdn s-02.net
timeout.gay	Timeout England Limited (Primary)	.gay	New gTLDs	Managed By Com Laude	2020-09-16	2020-09-16	2023-09-16	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.group	Timeout England Limited (Primary)	.group	New gTLDs	Managed By Com Laude	2016-06-08	2016-06-08	2023-06-08	Timeout England Limited (Timeout England Limited)	ns-1577.awsdn ns-05.co.uk	ns-1169.awsdn ns-18.org	ns-224.awsdn s-28.com	ns-739.awsdn s-28.net
timeout.hk	Timeout England Limited (Primary)	.hk	Hong Kong	Pending Snapback				Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.live	Timeout England Limited (Primary)	.live	New gTLDs	Managed By Com Laude	2021-03-03	2021-02-14	2023-02-14	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeout.london	Timeout England Limited (Primary)	.london	New gTLDs	Managed By Com Laude	2015-08-25	2015-08-25	2023-08-25	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.love	Timeout England Limited (Primary)	.love	New gTLDs	Managed By Com Laude	2019-01-21	2019-01-21	2023-01-21	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.madrid	Timeout England Limited (Primary)	.madrid	New gTLDs	Managed By Com Laude	2019-12-11	2019-12-11	2022-12-11	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.market	Timeout England Limited (Primary)	.market	New gTLDs	Managed By Com Laude	2015-12-17	2015-12-17	2022-12-17	Time Out Group Ltd (Time Out Group Ltd)	ns-1834.aws dns-37.co.uk	ns-58.aws dns-07.com	ns-598.aws dns-10.net	ns-1223.aws dns-24.org
timeout.markets	Timeout England Limited (Primary)	.markets	New gTLDs	Managed By Com Laude	2019-03-26	2019-03-26	2023-03-26	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.miami	Timeout England Limited (Primary)	.miami	New gTLDs	Managed By Com Laude	2015-10-02	2015-10-02	2023-10-02	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.news	Timeout England Limited (Primary)	.news	New gTLDs	Managed By Com Laude	2019-01-21	2019-01-21	2023-01-21	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.nyc	Timeout England Limited (Primary)	.nyc	New gTLDs	Managed By Com Laude	2015-10-08	2015-10-08	2023-10-07	Time Out New York (Time Out New York)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeout.paris	Timeout England Limited (Primary)	.paris	New gTLDs	Managed By Com Laude	2015-09-02	2014-12-02	2022-12-02	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.pt	Timeout England Limited (Primary)	.pt	Portugal	Managed By Com Laude	2017-06-06	2012-09-11	2023-07-01	Timeout England Limited (Timeout England Limited)	ns-1714.awsdns-22.co.uk	ns-832.awsdns-40.net	ns-502.awsdns-62.com	ns-1475.awsdns-56.org
timeout.restaurant	Timeout England Limited (Primary)	.restaurant	New gTLDs	Managed By Com Laude	2019-01-21	2019-01-21	2023-07-21	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.review	Timeout England Limited (Primary)	.review	New gTLDs	Managed By Com Laude	2019-09-06	2019-09-06	2023-09-06	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.shopping	Timeout England Limited (Primary)	.shopping	New gTLDs	Managed By Com Laude	2019-01-21	2019-01-21	2023-01-21	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.theater	Timeout England Limited (Primary)	.theater	New gTLDs	Managed By Com Laude	2019-01-21	2019-01-21	2023-01-21	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.tickets	Timeout England Limited (Primary)	.tickets	New gTLDs	Managed By Com Laude		2015-09-21	2023-09-21	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeout.travel	Timeout England Limited (Primary)	.travel	Travelling	Pending Snapback				Timeout England Limited (Timeout England Limited)	(default)	(default)	(default)	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeout.uk	Timeout England Limited (Primary)	.uk	United Kingdom	Managed By Com Laude	2019-03-25	2019-03-25	2023-03-25	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutabudhabi.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2016-06-04	2001-06-21	2023-06-21	Timeout England Limited (Timeout England Limited)	ns-1304.awsdns-35.org	ns-1541.awsdns-00.co.uk	ns-491.awsdns-61.com	ns-841.awsdns-41.net
timeoutaccra.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2016-03-02	2009-01-07	2023-01-07	Timeout England Limited (Timeout England Limited)	dns1.stabletransit.com	dns2.stabletransit.com	(default)	(default)
timeoutads.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2013-06-13	2023-06-13	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutaustalia.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-22	2007-08-06	2023-08-06	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutahrain.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-22	2001-06-21	2023-06-21	Timeout England Limited (Timeout England Limited)	ns-558.awsdns-05.net	ns-162.awsdns-20.com	ns-1031.awsdns-00.org	ns-1672.awsdns-17.co.uk
timeoutbangkok.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-22	2008-08-08	2023-08-08	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutbarcelona.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-08-20	2015-06-11	2023-06-11	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeoutbarcelona.es	Timeout England Limited (Primary)	.es	Spain	Managed By Com Laude	2017-10-16	2013-01-29	2023-01-29	Timeout England Limited (Timeout England Limited)	ns-1826.awsdns-36.co.uk	ns-690.awsdns-22.net	ns-472.awsdns-59.com	ns-1249.awsdns-28.org
timeoutbeirut.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-09	2001-06-21	2023-06-21	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutbk.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-22	2007-11-21	2022-11-21	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutboston.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-07	2007-08-21	2023-08-21	Timeout England Limited (Timeout England Limited)	ns-506.awsdns-63.com	ns-1913.awsdns-47.co.uk	ns-1405.awsdns-47.org	ns-587.awsdns-09.net
timeoutchefs.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2019-02-04	2019-02-04	2023-02-04	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutchicago.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-07	2004-07-16	2023-07-16	Timeout England Limited (Timeout England Limited)	ns-632.awsdns-15.net	ns-55.awsdns-06.com	ns-1405.awsdns-47.org	ns-2015.awsdns-59.co.uk
timeoutchicagokids.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-07	2008-03-19	2023-03-19	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutroantia.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2016-03-02	2005-11-02	2023-11-02	Timeout England Limited (Timeout England Limited)	ns-865.awsdns-44.net	ns-381.awsdns-47.com	ns-1620.awsdns-10.co.uk	ns-1469.awsdns-55.org

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeoutdubai.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2016-06-15	2001-06-12	2023-06-12	Timeout England Limited (Timeout England Limited)	ns-1259.awsdns-29.org	ns-2015.awsdns-59.co.uk	ns-845.awsdns-41.net	ns-496.awsdns-62.com
timeoutgroup.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2019-06-01	2013-01-29	2023-01-29	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeouthk.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2007-11-05	2023-11-05	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeouthongkong.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2009-08-13	2023-08-13	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutisrael.ru	Timeout England Limited (Primary)	.ru	Russian Federation	Managed By Com Laude	2017-01-19	2017-01-19	2023-01-19	Timeout England Limited (Timeout England Limited)	ns-132.awsdns-16.com	ns-661.awsdns-18.net	ns-1858.awsdns-40.co.uk	ns-1142.awsdns-14.org
timeoutjapan.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2009-01-12	2023-01-12	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutkids.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2004-11-17	2022-11-17	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutkidsny.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-23	2010-11-05	2023-11-05	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeoutkorea.kr	Timeout England Limited (Primary)	.kr	Korea-Republic Of	Managed By Com Laude	2017-09-22	2014-12-23	2022-12-23	Timeout England Limited (Timeout England Limited)	ns-63.awsdns-07.com	ns-1914.awsdns-47.co.uk	ns-1180.awsdns-19.org	ns-748.awsdns-29.net
timeoutia.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	1999-06-22	2023-06-22	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutisboa.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2006-08-21	2023-08-21	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutisbon.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2006-08-21	2023-08-21	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutive.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-22	2010-06-14	2023-06-14	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutisangeles.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2010-07-01	2023-07-01	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutmadrid.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2008-10-03	2023-10-03	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutmalaysia.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-22	2009-01-12	2023-01-12	Timeout England Limited (Timeout England Limited)	ns-1990.awsdns-56.co.uk	ns-908.awsdns-49.net	ns-1443.awsdns-52.org	ns-224.awsdns-28.com

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeoutmarket.ae	Timeout England Limited (Primary)	.ae	United Arab Emirates	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.berlin	Timeout England Limited (Primary)	.berlin	New gTLDs	Managed By Com Laude	2016-03-10	2016-03-10	2023-03-10	Time Out Group Ltd (Time Out Group Ltd)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.ca	Timeout England Limited (Primary)	.ca	Canada	Managed By Com Laude	2018-07-20	2018-07-20	2023-07-20	Time Out Market (Canada) Holdings Inc (Time Out Market (Canada) Holdings Inc)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.co.uk	Timeout England Limited (Primary)	.co.uk	United Kingdom	Managed By Com Laude	2016-03-09	2016-03-09	2023-03-09	Time Out Group Ltd (Time Out Group Ltd)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2016-05-09	2015-09-08	2023-09-08	Timeout England Limited (Timeout England Limited)	isaac.ns.cloudflare.com	jo.ns.cloudflare.com	(default)	(default)
timeoutmarket.com.pt	Timeout England Limited (Primary)	.com.pt	Portugal	Managed By Com Laude	2019-04-02	2019-04-02	2023-04-01	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.de	Timeout England Limited (Primary)	.de	Germany	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.dubai	Timeout England Limited (Primary)	.dubai	New gTLDs	Pending TLD Launch				Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeoutmarket.es	Timeout England Limited (Primary)	.es	Spain	Managed By Com Laude	2018-07-19	2018-07-19	2023-07-19	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.fr	Timeout England Limited (Primary)	.fr	France	Managed By Com Laude	2018-07-19	2018-07-19	2023-07-19	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.it	Timeout England Limited (Primary)	.it	Italy	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.london	Timeout England Limited (Primary)	.london	New gTLDs	Managed By Com Laude	2016-03-09	2016-03-09	2023-03-09	Time Out Group Ltd (Time Out Group Ltd)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.miami	Timeout England Limited (Primary)	.miami	New gTLDs	Managed By Com Laude	2016-03-09	2016-03-09	2023-03-09	Time Out Group Ltd (Time Out Group Ltd)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.nl	Timeout England Limited (Primary)	.nl	Netherlands	Managed By Com Laude	2018-07-19	2018-07-19	2023-07-19	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.nyc	Timeout England Limited (Primary)	.nyc	New gTLDs	Managed By Com Laude	2016-03-09	2016-03-09	2023-03-08	Time Out New York (Time Out New York)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.paris	Timeout England Limited (Primary)	.paris	New gTLDs	Managed By Com Laude	2016-03-10	2016-03-10	2023-03-10	Time Out Group Ltd (Time Out Group Ltd)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeoutmarket.pt	Timeout England Limited (Primary)	.pt	Portugal	Managed By Com Laude	2019-04-02	2019-04-02	2023-04-01	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.uk	Timeout England Limited (Primary)	.uk	United Kingdom	Managed By Com Laude	2019-06-26	2019-06-26	2023-06-26	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarket.vegas	Timeout England Limited (Primary)	.vegas	New gTLDs	Managed By Com Laude	2016-03-09	2016-03-09	2023-03-09	Time Out Group Ltd (Time Out Group Ltd)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarketboston.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarketchicago.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarketdubai.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarketlisbon.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarketlondon.co.uk	Timeout England Limited (Primary)	.co.uk	United Kingdom	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeoutmarketlondon.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarketmiami.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarketnewyork.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarketporto.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarketprague.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarketpraha.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmarkettokyo.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-07-18	2018-07-18	2023-07-18	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutmediakit.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-07-07	2007-09-24	2023-09-24	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeoutmelbourne.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2007-11-21	2022-11-21	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutmexico.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2008-07-23	2023-07-23	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutmexicocity.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-23	2010-05-21	2023-05-21	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutmexicodf.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2016-03-02	2005-05-13	2023-05-13	Timeout England Limited (Timeout England Limited)	dns01.opal-solutions.com	dns02.opal-solutions.com	dns03.opal-solutions.com	(default)
timeoutmiami.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-23	2010-07-01	2023-07-01	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutmontreal.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2010-10-05	2023-10-05	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutmore.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2018-03-06	2018-03-06	2023-03-06	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutna.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2010-03-11	2023-03-11	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeoutnewyork.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-07-11	1999-05-12	2023-05-12	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutnewyorkkids.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2006-08-28	2023-08-28	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutnorthamerica.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2010-03-11	2023-03-11	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutny.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-07-11	1995-03-10	2023-03-11	Timeout England Limited (Timeout England Limited)	ns-63.awsdns-07.com	ns-835.awsdns-40.net	ns-1106.awsdns-10.org	ns-1927.awsdns-48.co.uk
timeoutnyads.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2006-06-28	2023-06-28	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutnyc.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	1999-06-22	2023-06-22	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutnykids.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2003-10-31	2023-10-31	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutparis.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	1999-06-22	2023-06-22	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeoutpenang.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2010-09-29	2023-09-29	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutrio.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2012-03-01	2023-03-01	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutriodejaneiro.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2010-08-04	2023-08-04	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutsanfrancisco.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2007-07-25	2023-07-25	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutsao paulo.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2007-11-21	2022-11-21	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutseoul.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2009-08-04	2023-08-04	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutseoul.kr	Timeout England Limited (Primary)	.kr	Korea-Republic Of	Managed By Com Laude	2017-09-22	2015-02-13	2023-02-13	Com Laude local presence (Com Laude local presence)	ns-1869.awsdns-41.co.uk	ns-1282.awsdns-32.org	ns-961.awsdns-56.net	ns-211.awsdns-26.com
timeoutsf.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2002-03-14	2023-03-14	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeoutsingapore.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-05-12	2006-08-21	2023-08-21	Timeout England Limited (Timeout England Limited)	ns-586.awsdns-09.net	ns-1434.awsdns-51.org	ns-1696.awsdns-20.co.uk	ns-263.awsdns-32.com
timeoutswitzerland.ch	Timeout England Limited (Primary)	.ch	Switzerland	Managed By Com Laude	2017-08-21	2017-08-21	2023-08-20	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutswitzerland.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2007-12-11	2022-12-11	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutsydney.au	Timeout England Limited (Primary)	.au	Australia	Managed By Com Laude	2022-04-01	2022-04-01	2023-04-01	Print & Digital Publishing Pty Ltd (Print & Digital Publishing Pty Ltd)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeoutsydney.com.au	Timeout England Limited (Primary)	.com.au	Australia	Managed By Com Laude	2018-09-17	2018-09-08	2023-08-10	Print & Digital Publishing Pty Ltd (Print & Digital Publishing Pty Ltd)	ns-1184.awsdns-20.org	ns-1963.awsdns-53.co.uk	ns-380.awsdns-47.com	ns-952.awsdns-55.net
timeoutt.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2017-06-21	2017-06-21	2023-06-21	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)
timeouttickets.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-22	2002-04-28	2023-04-28	Timeout England Limited (Timeout England Limited)	ns.rackspace.com	ns2.rackspace.com	(default)	(default)
timeouttokyo.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2009-08-04	2023-08-04	Timeout England Limited (Timeout England Limited)	nsgbr.comlaude.co.uk	nssui.comlaude.ch	nsusa.comlaude.net	(default)

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
timeoutus.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-05-22	2009-06-22	2023-06-22	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutusa.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2010-03-11	2023-03-11	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutwebmail.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2010-06-30	2023-06-30	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timeoutzurich.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-24	2007-11-21	2022-11-21	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
timesout.net	Timeout England Limited (Primary)	.net	Networks	Managed By Com Laude	2015-05-22	2012-02-14	2023-02-14	Timeout England Limited (Timeout England Limited)	ns-1171.awsdns-18.org	ns-96.awsdns-12.com	ns-998.awsdns-60.net	ns-1678.awsdns-17.co.uk
tineout.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2017-06-22	2017-06-22	2023-06-22	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
tmout.co	Timeout England Limited (Primary)	.co	Colombia	Managed By Com Laude	2017-10-17	2017-10-17	2023-10-16	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
toimg.net	Timeout England Limited (Primary)	.net	Networks	Managed By Com Laude	2015-06-09	2008-09-03	2023-09-03	Timeout England Limited (Timeout England Limited)	ns-491.awsdns-61.com	ns-514.awsdns-00.net	ns-1842.awsdns-38.co.uk	ns-1422.awsdns-49.org

Domains	Division	TLD Extension	Country	Management Status	Managed Since	Registered	Expires	Registrant	Primary NS	Secondary NS	Secondary NS2	Secondary NS3
tonykids.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2003-10-31	2023-10-31	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
tonypersonals.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2015-06-19	2005-09-12	2023-09-12	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
ypian.ch	Timeout England Limited (Primary)	.ch	Switzerland	Managed By Com Laude	2017-02-13	2017-02-13	2023-07-31	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
ypian.co	Timeout England Limited (Primary)	.co	Colombia	Managed By Com Laude	2017-02-21	2012-06-22	2023-06-21	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
ypian.io	Timeout England Limited (Primary)	.io	British Indian Ocean Territory	Managed By Com Laude	2017-02-20	2015-07-31	2023-07-31	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
ypian.me	Timeout England Limited (Primary)	.me	Montenegro	Managed By Com Laude	2017-02-18	2015-07-31	2023-07-31	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
ypian.tv	Timeout England Limited (Primary)	.tv	Tuvalu	Managed By Com Laude	2017-02-19	2015-07-31	2023-07-31	Timeout England Limited (Timeout England Limited)	nsgbr.com aude.co.uk	nssui.com aude.ch	nsusa.com laude.net	(default)
ypianapp.com	Timeout England Limited (Primary)	.com	Commercial	Managed By Com Laude	2017-02-20	2012-02-27	2023-02-27	Timeout England Limited (Timeout England Limited)	ns-1327.awsds ns-37.org	ns-186.awsds ns-23.com	ns-1952.awsds ns-52.co.uk	ns-529.awsds ns-02.net

**PART 4
MEDIA TRADE MARK REGISTER**

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T0369376BX	467607	Benelux	Time Out Digital Limited	TIME OUT	16	Registered		18-May-19		Undergoing renewal
T3381329GR	141107	Greece	Time Out Digital Limited	TIME OUT	16	Registered		9-Jul-19		Awaiting certificate
T0369387GB	1101611	United Kingdom	Time Out Digital Limited	TIME OUT	16	Registered		18-Sep-19		Undergoing renewal
T0369375AU	322364	Australia	Time Out Digital Limited	TIME OUT	16	Registered		25-Sep-19		In Force
T0369410NZ	193205	New Zealand	Time Out Digital Limited	TIME OUT	16	Registered		21-Nov-19		Renewal possible
T2818452CN	1350479	China	Time Out Digital Limited	TIME OUT	16	Registered		6-Jan-20		In Force
T5043034HK	2004B05898	Hong Kong	Time Out Digital Limited	TIME OUT	16	Registered		24-Jan-20		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T5043722HK	2004B05899	Hong Kong	Time Out Digital Limited	TIME OUT	41	Registered		24-Jan-20		In Force
T2945324GB	2220611	United Kingdom	Time Out Digital Limited	Time Out logo	09,16,18,25,26,35,39,41,42	Registered		28-Jan-20		In Force
T7743715EM	1487990	European Community	Time Out Digital Limited	Time Out logo	09,16,18,25,26,35,39,41,42	Registered		28-Jan-20		In Force
T5716250LB	101405	Lebanon	Time Out Digital Limited	TIME OUT IN TRANSLITERATED FORM	16	Registered		11-Mar-20		In Force
T2976263JP	4421026	Japan	Time Out Digital Limited	TIME OUT	41	Registered		29-Sep-20		In Force
T7233171IN	964918	India	Time Out Digital Limited	TIME OUT	9	Registered		19-Oct-20		In Force
T7319960IN	964919	India	Time Out Digital Limited	TIME OUT	16	Registered		19-Oct-20		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T4919062CY	54449	Cyprus	Time Out Digital Limited	TIME OUT	16	Registered		29-Oct-20		In Force
T3434493ES	2356836	Spain	Time Out Digital Limited	TIME OUT BARCELONA	16	Registered		13-Nov-20		In Force
T3434496ES	2356837	Spain	Time Out Digital Limited	TIME OUT MADRID	16	Registered		13-Nov-20		In Force
T8514090EM	9706102	European Community	Time Out Digital Limited	HALL STREET	09,39,43	Registered		2-Feb-21		In Force
T3112858IL	136551	Israel	Time Out Digital Limited	TIME OUT	41	Registered		3-Apr-21		In Force
T3218241IL	136549	Israel	Time Out Digital Limited	TIME OUT	9	Registered		3-Apr-21		In Force
T3497377IL	136550	Israel	Time Out Digital Limited	TIME OUT	39	Registered		3-Apr-21		In Force
T3652182IL	136552	Israel	Time Out Digital Limited	TIME OUT	42	Registered		3-Apr-21		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T0369398GB	1571526	United Kingdom	Time Out Digital Limited	TIME OUT	41	Registered		4-Apr-21		In Force
T0369399GB	1571527	United Kingdom	Time Out Digital Limited	TIME OUT	42	Registered		9-May-21		In Force
T3281137DK	VR200102250	Denmark	Time Out Digital Limited	TIME OUT	09,16,38,39,41,42	Registered		23-May-21		In Force
T7863179GB	2588852	United Kingdom	Time Out Digital Limited	TIME OUT	09,16,18,20,21,25,28,35,36,38,39,41,42,43,44,45	Registered		21-Jul-21		In Force
T7950119IB	1122661	Madrid Agreement & Protocol (TM)	Time Out Digital Limited	TIME OUT	09,16,35,38,41,43	Registered		20-Jan-22		In Force
T7962414AU	1122661	Australia	Time Out Digital Limited	TIME OUT	09,16,35,38,41,43	Registered		20-Jan-22		In Force
T7962415CN	1122661	China	Time Out Digital Limited	TIME OUT	09,16,35,38,41,43	Registered		20-Jan-22		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T7962416EM	1122661	European Community	Time Out Digital Limited	TIME OUT	09,16,35,38,41,43	Registered		20-Jan-22		In Force
T7962417JP	1122661	Japan	Time Out Digital Limited	TIME OUT	09,16,35,38,41,43	Registered		20-Jan-22		In Force
T7962418RU	1122661	Russian Federation	Time Out Digital Limited	TIME OUT	09,16,35,38,41,43	Registered		20-Jan-22		In Force
T8270120KR	1122661	Republic of Korea	Time Out Digital Limited	TIME OUT	43	Registered		20-Jan-22		In Force
T8353589CU	1122661	Cuba	Time Out Digital Limited	TIME OUT	09,16,35,38,41,43	Registered		20-Jan-22		In Force
T8450585GH	1122661	Ghana	Time Out Digital Limited	TIME OUT	35	Registered		20-Jan-22		In Force
T5335458CY	59909	Cyprus	Time Out Digital Limited	TIME OUT	9	Registered		20-Apr-22		In Force
T5335459CY	59910	Cyprus	Time Out Digital Limited	TIME OUT	35	Registered		20-Apr-22		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T5931225CY	59911	Cyprus	Time Out Digital Limited	TIME OUT	41	Registered		20-Apr-22		In Force
T6447298CY	59912	Cyprus	Time Out Digital Limited	TIME OUT	42	Registered		20-Apr-22		In Force
T4529563AR	2513764	Argentina	Time Out Digital Limited	TIME OUT	9	Registered		24-Apr-22		In Force
T4529564AR	2513765	Argentina	Time Out Digital Limited	TIME OUT	39	Registered		24-Apr-22		In Force
T4529566AR	2514108	Argentina	Time Out Digital Limited	TIME OUT	43	Registered		24-Apr-22		In Force
T4607482AR	2512542	Argentina	Time Out Digital Limited	TIME OUT	41	Registered		24-Apr-22		In Force
T0369408JP	2405629	Japan	Time Out Digital Limited	TIME OUT	16	Registered		30-Apr-22		In Force
T3804084JP	4581425	Japan	Time Out Digital Limited	TIME OUT	42	Registered		28-Jun-22		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T0369406IE	172271	Ireland	Time Out Digital Limited	TIME OUT	9	Registered		25-Sep-22		In Force
T4919061SI	200271374	Slovenia	Time Out Digital Limited	TIME OUT	16,35,41	Registered		10-Oct-22		In Force
T8034230NZ	968220	New Zealand	Time Out Digital Limited	TIME OUT	43,41,38,35,16,09	Registered		2-Nov-22		In Force
T5688203RU	271748	Russian Federation	Time Out Digital Limited	TIME OUT IN TRANSLITERATED FORM	16,41	Registered		18-Nov-22		In Force
T4027787NO	217529	Norway	Time Out Digital Limited	TIME OUT	09,16,35,38,39,41,43,44,45	Registered		30-Jan-23		In Force
T5156064LV	M54529	Latvia	Time Out Digital Limited	TIME OUT	16,35,39,41	Registered		5-Mar-23		In Force
T5156068LT	48520	Lithuania	Time Out Digital Limited	TIME OUT	16,35,39,41	Registered		7-Mar-23		In Force
T4491398AR	2580245	Argentina	Time Out Digital Limited	TIME OUT	16	Registered		11-Mar-23		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T4283224IL	156594	Israel	Time Out Digital Limited	TIME OUT TEL AVIV	16	Registered		18-Apr-23		In Force
T4529573GB	2332293	United Kingdom	Time Out Digital Limited	20	16	Registered		16-May-23		In Force
T4883479EM	3170248	European Community	Time Out Digital Limited	20	16	Registered		16-May-23		In Force
T7652094ZA	2003/08968	South Africa	Time Out Digital Limited	TIME OUT	43	Registered		3-Jun-23		In Force
T7652096ZA	2003/08967	South Africa	Time Out Digital Limited	TIME OUT	41	Registered		3-Jun-23		In Force
T7652097ZA	2003/08964	South Africa	Time Out Digital Limited	TIME OUT	35	Registered		3-Jun-23		In Force
T7652099ZA	2003/08969	South Africa	Time Out Digital Limited	TIME OUT	44	Registered		3-Jun-23		In Force
T7672724ZA	2003/08970	South Africa	Time Out Digital Limited	TIME OUT	45	Registered		3-Jun-23		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T7672726ZA	2003/08966	South Africa	Time Out Digital Limited	TIME OUT	39	Registered		3-Jun-23		In Force
T7743713ZA	2003/08965	South Africa	Time Out Digital Limited	TIME OUT	38	Registered		3-Jun-23		In Force
T7743714ZA	2003/08963	South Africa	Time Out Digital Limited	TIME OUT	9	Registered		3-Jun-23		In Force
T4606295CL	1069241	Chile	Time Out Digital Limited	TIME OUT	16	Registered		22-Aug-23		In Force
T6515508QA	30398	Qatar	Time Out Digital Limited	TIME OUT (WORD) AND TIME OUT (TRANSLITERATION)	16	Registered		25-Aug-23		In Force
T6515509QA	30399	Qatar	Time Out Digital Limited	TIME OUT (WORD) AND TIME OUT (TRANSLITERATION)	41	Registered		25-Aug-23		In Force
T5127407ES	2579680	Spain	Time Out Digital Limited	TIME OUT	16,41	Registered		9-Feb-24		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T4919038FI	229838	Finland	Time Out Digital Limited	TIME OUT	16,35,41	Registered		15-Mar-24		In Force
T4781000EE	39102	Estonia	Time Out Digital Limited	TIME OUT	16,41	Registered		20-Apr-24		In Force
T5296143RU	289876	Russian Federation	Time Out Digital Limited	TIME OUT	09,16,35,38,39,41,43,44,45	Registered		31-May-24		In Force
T4919039KR	10002	Republic of Korea	Time Out Digital Limited	TIME OUT	16,41	Registered		4-Jun-24		In Force
T5688188RU	293719	Russian Federation	Time Out Digital Limited	TIME OUT (STYLISED)	16,41	Registered		19-Jul-24		In Force
T5266423JO	76383	Jordan	Time Out Digital Limited	TIME OUT	41	Registered		30-Aug-24		In Force
T6524849JO	87034	Jordan	Time Out Digital Limited	TIME OUT	16	Registered		30-Aug-24		In Force
T6376768EG	169298	Egypt	Time Out Digital Limited	TIME OUT	41	Registered		3-Sep-24		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T5937151EG	169297	Egypt	Time Out Digital Limited	TIME OUT	16	Registered		4-Sep-24		In Force
T6834098RU	302938	Russian Federation	Time Out Digital Limited	TIME OUT LOGO	09,16,35,38,41,42,43,44,45	Registered		13-Sep-24		In Force
T0369401GB	UK00002001898	United Kingdom	Time Out Digital Limited	TIME OUT	9	Registered	122010012	9-Nov-24		In Force
T4643999ZA	95/01854	South Africa	Time Out Digital Limited	TIME OUT	16	Registered		13-Feb-25		In Force
T5558472HK	300380088	Hong Kong	Time Out Digital Limited	TIME OUT (transliteration) series of 2	16	Registered		3-Mar-25		In Force
T5871109IL	178890	Israel	Time Out Digital Limited	TIME OUT (IN TRANSLITERATED FORM)	16	Registered		3-Mar-25		In Force
T6073182EG	173090	Egypt	Time Out Digital Limited	TIME OUT (ARABIC TRANSLITERATION)	16	Registered		4-Mar-25		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T6073183GR	150472	Greece	Time Out Digital Limited	TIME OUT TRANSLITERATION	16	Registered		7-Mar-25		In Force
T6832020IN	1346202	India	Time Out Digital Limited	TIME OUT (IN TRANSLITERATED FORM)	16	Registered		22-Mar-25		In Force
T6834144TR	200527146	Turkey	Time Out Digital Limited	TIME OUT (TRANSLITERATION) TAYM AUT	16,41,43	Registered		1-Jul-25		In Force
T8411201TH	1.0554E+11	Thailand	Time Out Digital Limited	TIME OUT	9	Registered		2-Jul-25		In Force
T5618330MT	43730	Malta	Time Out Digital Limited	TIME OUT	16	Registered		13-Jul-25		In Force
T5618384MT	43731	Malta	Time Out Digital Limited	TIME OUT	41	Registered		13-Jul-25		In Force
T8493071EM	14539399	European Community	Time Out Digital Limited	TIME OUT MARKET	09,35,36,41,43	Registered		8-Sep-25		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T8500669GB	3126079	United Kingdom	Time Out Digital Limited	TIME OUT MARKET	09,35,36,41,43	Registered		8-Sep-25		In Force
T0369381ES	1987393	Spain	Time Out Digital Limited	TIME OUT	9	Registered		27-Sep-25		In Force
T0538133BX	599904	Benelux	Time Out Digital Limited	TIME OUT	09,35,38,41,42,43	Registered		27-Sep-25		In Force
T0513641CZ	200337	Czech Republic	Time Out Digital Limited	TIME OUT	16	Registered		28-Sep-25		In Force
T0369380DE	39539515	Germany	Time Out Digital Limited	TIME OUT	09,35,38,41,42,43,44	Registered		30-Sep-25		In Force
T0369378CH	2P-439939	Switzerland	Time Out Digital Limited	TIME OUT	09,38,41,42	Registered		2-Oct-25		In Force
T0640448AU	673904	Australia	Time Out Digital Limited	TIME OUT	9	Registered		2-Oct-25		In Force
T0640449AU	673905	Australia	Time Out Digital Limited	TIME OUT	41	Registered		2-Oct-25		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T0640450AU	673906	Australia	Time Out Digital Limited	TIME OUT	42	Registered		2-Oct-25		In Force
T4227999SG	T9509746Z	Singapore	Time Out Digital Limited	TIME OUT	42	Registered		11-Oct-25		In Force
T4228002SG	T9509745A	Singapore	Time Out Digital Limited	TIME OUT	41	Registered		11-Oct-25		In Force
T4228005SG	T9509744C	Singapore	Time Out Digital Limited	TIME OUT	9	Registered		11-Oct-25		In Force
T6834192BX	783409	Benelux	Time Out Digital Limited	TIME OUT MAGAZINE	16	Registered		25-Oct-25		In Force
T0369388GB	UK00001364314	United Kingdom	Time Out Digital Limited	TIME IN	16	Registered		21-Nov-25		In Force
T0369395GB	UK00001365533	United Kingdom	Time Out Digital Limited	TIME OUT	16,18,25,26,35,41,43	Registered		21-Nov-25		In Force
T0369397GB	UK00001365577	United Kingdom	Time Out Digital Limited	PARIS PASSION	16	Registered		21-Nov-25		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T5931230GB	UK00002407541	United Kingdom	Time Out Digital Limited	TIME OUT LIVE	09,16,35,38,39,41,43,44,45	Registered		25-Nov-25		In Force
T8500665EM	14868699	European Community	Time Out Digital Limited	Time Out MARKET logo	09,35,36,41,43	Registered		3-Dec-25		In Force
T0598703GR	127375	Greece	Time Out Digital Limited	TIME OUT	09,38,41,42	Registered		4-Dec-25		In Force
T5558534SE	377441	Sweden	Time Out Digital Limited	TIME OUT	16,35,41	Registered		23-Dec-25		In Force
T8527738GB	3150094	United Kingdom	Time Out Digital Limited	TO logo (series of 2)	09,16,35,36,38,39,41,42,43	Registered		16-Feb-26		In Force
T8535689EM	15115819	European Community	Time Out Digital Limited	TO logo	09,16,35,36,38,39,41,42,43	Registered		16-Feb-26		In Force
T5654165CN	3790459	China	Time Out Digital Limited	TIME OUT	41	Registered		20-Feb-26		In Force
T5654167CN	3790460	China	Time Out Digital Limited	TIME OUT	39	Registered		20-Feb-26		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T5654168CN	3790462	China	Time Out Digital Limited	TIME OUT	38	Registered		20-Feb-26		In Force
T8664322IB	1339195	Madrid Agreement & Protocol (TM)	Time Out Digital Limited	TIME OUT MARKET	09,35,36,41,43	Registered		8-Mar-26		In Force
T8664471AU	1339195	Australia	Time Out Digital Limited	TIME OUT MARKET	09,35,36,41,43	Registered		8-Mar-26		In Force
T8778952CN	1339195	China	Time Out Digital Limited	TIME OUT MARKET	09,35,36,41,43	Registered		8-Mar-26		In Force
T8778953JP	1339195	Japan	Time Out Digital Limited	TIME OUT MARKET	09,35,36,41,43	Registered		8-Mar-26		In Force
T8800095IL	1339195	Israel	Time Out Digital Limited	TIME OUT MARKET	09,35,36,41,43	Registered		8-Mar-26		In Force
T8800096RU	1339195	Russian Federation	Time Out Digital Limited	TIME OUT MARKET	09,35,36,41,43	Registered		8-Mar-26		In Force
T7710797CY	71208	Cyprus	Time Out Digital Limited	TIME OUT (IN TRANSLITERATED)	16	Registered	11614	11-Mar-26		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
				FORM) TAİM AOYT						
T6025228OM	39487	Oman	Time Out Digital Limited	TIME OUT(WOR D) & ARABIC TRANSLIT ERATION OF TIME OUT	16	Registered		27-Mar-26		In Force
T6025229OM	39486	Oman	Time Out Digital Limited	TIME OUT(WOR D) & ARABIC TRANSLIT ERATION OF TIME OUT	41	Registered		27-Mar-26		In Force
T7090866KW	63900	Kuwait	Time Out Digital Limited	TIME OUT & TIME OUT IN ARABIC TRANSLIT ERATION	41	Registered		27-Mar-26		In Force
T7090867KW	63901	Kuwait	Time Out Digital Limited	TIME OUT & TIME OUT IN ARABIC	16	Registered		27-Mar-26		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
				TRANSLIT ERATION						
T6936547BH	47431	Bahrain	Time Out Digital Limited	TIME OUT & TIME OUT IN ARABIC TRANSLIT ERATION	16	Registered	12783	28-Mar-26		In Force
T6936549BH	47432	Bahrain	Time Out Digital Limited	TIME OUT & TIME OUT IN ARABIC TRANSLIT ERATION	41	Registered	12784	28-Mar-26		In Force
T7642688EM	136325	European Community	Time Out Digital Limited	TIME OUT	09,16,18,26,35,41,42	Registered		1-Apr-26		In Force
T5784765CN	3790458	China	Time Out Digital Limited	TIME OUT	43	Registered		6-Apr-26		In Force
T0647726CZ	216913	Czech Republic	Time Out Digital Limited	TIME OUT	09,38,41,42	Registered		3-May-26		In Force
T0546395RU	163639	Russian Federation	Time Out Digital Limited	TIME OUT	09,16,38,41,42	Registered		5-May-26		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T3456906PL	R-128281	Poland	Time Out Digital Limited	TIME OUT	09,38,41,42	Registered		8-May-26		In Force
T0369411SG	T8903315C	Singapore	Time Out Digital Limited	TIME OUT	16	Registered		27-May-26		In Force
T8651447IB	1335905	Madrid Agreement & Protocol (TM)	Time Out Digital Limited	TO logo	09,16,35,36,38,39,41,42,43	Registered		16-Aug-26		In Force
T8652760AU	1335905	Australia	Time Out Digital Limited	TO logo	09,16,35,36,38,39,41,42,43	Registered		16-Aug-26		In Force
T8652761CN	1335905	China	Time Out Digital Limited	TO logo	09,16,35,36,38,39,41,42,43	Registered		16-Aug-26		In Force
T8652762JP	1335905	Japan	Time Out Digital Limited	TO logo	09,16,35,36,38,39,41,42,43	Registered		16-Aug-26		In Force
T8652763NZ	1335905	New Zealand	Time Out Digital Limited	TO logo	09,16,35,36,38,39,41,42,43	Registered		16-Aug-26		In Force
T8652764KR	1335905	Republic of Korea	Time Out Digital Limited	TO logo	09,16,35,36,38,39,41,42,43	Registered		16-Aug-26		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T8652765RU	1335905	Russian Federation	Time Out Digital Limited	TO logo	09,16,35,36,38,39,41,42,43	Registered		16-Aug-26		In Force
T8652766SG	1335905	Singapore	Time Out Digital Limited	TO logo	09,16,35,36,38,39,41,42,43	Registered		16-Aug-26		In Force
T8652767CH	1335905	Switzerland	Time Out Digital Limited	TO logo	09,16,35,36,38,39,41,42,43	Registered		16-Aug-26		In Force
T8652768TR	1335905	Turkey	Time Out Digital Limited	TO logo	09,16,35,36,38,39,41,42,43	Registered		16-Aug-26		In Force
T8650780HK	303879613	Hong Kong	Time Out Digital Limited	TO logo (series of 2)	9	Registered		22-Aug-26		In Force
T8778857MY	2016065412	Malaysia	Time Out Digital Limited	TO logo	9	Registered		22-Aug-26		In Force
T0369374AT	165743	Austria	Time Out Digital Limited	TIME OUT	09,38,41,42	Registered		31-Aug-26		In Force
T0519397NZ	254283	New Zealand	Time Out Digital Limited	TIME OUT	9	Registered		3-Oct-26		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T0519398NZ	254285	New Zealand	Time Out Digital Limited	TIME OUT	42	Registered		3-Oct-26		In Force
T0573407NZ	254284	New Zealand	Time Out Digital Limited	TIME OUT	41	Registered		3-Oct-26		In Force
T8803055AE	261119	United Arab Emirates	Time Out Digital Limited	TO logo	9	Registered		11-Oct-26		In Force
T0369405IE	118244	Ireland	Time Out Digital Limited	TIME OUT	16	Registered		3-Jan-27		In Force
T0369402GB	UK00002124028	United Kingdom	Time Out Digital Limited	TIME OUT	41	Registered		18-Feb-27		In Force
T0601440IE	203999	Ireland	Time Out Digital Limited	TIME OUT	41,42	Registered		26-Feb-27		In Force
T6842560GB	UK00002449959	United Kingdom	Time Out Digital Limited	TIME OUT	9	Registered		19-Mar-27		In Force
T6842564GB	UK00002455033	United Kingdom	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		10-May-27		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T8692671GB	3236411	United Kingdom	Time Out Digital Limited	TIME OUT	09,35,38,39,41,42,43,45	Registered		9-Jun-27		In Force
T8712515EM	16828279	European Community	Time Out Digital Limited	TIME OUT	09,35,38,39,41,42,43,45	Registered		9-Jun-27		In Force
T6643180IB	931550	Madrid Agreement & Protocol (TM)	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643199AU	931550	Australia	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643200AT	931550	Austria	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643203BH	931550	Bahrain	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643204BX	931550	Benelux	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T6643205CH	931550	Switzerland	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643207CN	931550	China	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643208CY	931550	Cyprus	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643209CZ	931550	Czech Republic	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643211DK	931550	Denmark	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643213ES	931550	Spain	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643215FR	931550	France	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643216GR	931550	Greece	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T6643217HR	931550	Croatia	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643218HU	931550	Hungary	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643222IE	931550	Ireland	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643225IT	931550	Italy	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643226JP	931550	Japan	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643228KR	931550	Republic of Korea	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643231MA	931550	Morocco	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643232ME	931550	Montenegro	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T6643234PL	931550	Poland	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643235PT	931550	Portugal	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643237RS	931550	Serbia	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643239RU	931550	Russian Federation	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643244SE	931550	Sweden	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643253SG	931550	Singapore	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643257SI	931550	Slovenia	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643258SK	931550	Slovakia	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T6643261TR	931550	Turkey	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T6643265VN	931550	Vietnam	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T8678157DE	931550	Germany	Time Out Digital Limited	TIME OUT	09,16,35,41,43	Registered		19-Jun-27		In Force
T8816461HK	304196836	Hong Kong	Time Out Digital Limited	TIME OUT	09,35,38,39,41,42,43,45	Registered		4-Jul-27		In Force
T3840181IL	106305	Israel	Time Out Digital Limited	TIME OUT	16	Registered		10-Jul-27		In Force
T8763946IB	1392604	Madrid Agreement & Protocol (TM)	Time Out Digital Limited	TIME OUT	09,35,38,39,41,42,43,45	Registered		28-Sep-27		In Force
T8764028AU	1392604	Australia	Time Out Digital Limited	TIME OUT	09,35,38,39,41,42,43,45	Registered		28-Sep-27		In Force
T8764029CN	1392604	China	Time Out Digital Limited	TIME OUT	09,35,38,39,41,42,43,45	Registered		28-Sep-27		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T8764030JP	1392604	Japan	Time Out Digital Limited	TIME OUT	09,35,38,39,41,42,43,45	Registered		28-Sep-27		In Force
T8764031KR	1392604	Republic of Korea	Time Out Digital Limited	TIME OUT	09,35,38,39,41,42,43,45	Registered		28-Sep-27		In Force
T8764032RU	1392604	Russian Federation	Time Out Digital Limited	TIME OUT	09,35,38,39,41,42,43,45	Registered		28-Sep-27		In Force
T0519960GB	UK00002147181	United Kingdom	Time Out Digital Limited	SELL OUT (SERIES OF THREE)	16	Registered		7-Oct-27		In Force
T6834213IB	945977	Madrid Agreement & Protocol (TM)	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force
T6834218AU	945977	Australia	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force
T6834219CH	945977	Switzerland	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T6834220CN	945977	China	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force
T6834221EM	945977	European Community	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force
T6834222HR	945977	Croatia	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force
T6834224JP	945977	Japan	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force
T6834225KR	945977	Republic of Korea	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force
T6834226MA	945977	Morocco	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force
T6834227SG	945977	Singapore	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force
T6834228TR	945977	Turkey	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T6928672NO	945977	Norway	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force
T6928673RU	945977	Russian Federation	Time Out Digital Limited	TIME OUT SHORTLIST	09,16	Registered		8-Nov-27		In Force
T7679291ZA	2007/27501/2	South Africa	Time Out Digital Limited	TIME OUT SHORTLIST	16	Registered		8-Nov-27		In Force
T7679292ZA	2007/27501/1	South Africa	Time Out Digital Limited	TIME OUT SHORTLIST	9	Registered		8-Nov-27		In Force
T0639374GB	UK0002152562B	United Kingdom	Time Out Digital Limited	KIDS OUT Kids Out (a series of two)	09,16,35,41,42	Registered		2-Dec-27		In Force
T0647725TR	191838	Turkey	Time Out Digital Limited	TIME OUT	09,16,28	Registered		24-Dec-27		In Force
T0581431JP	4100586	Japan	Time Out Digital Limited	TIME OUT	9	Registered		9-Jan-28		In Force
T0601408PT	313030	Portugal	Time Out Digital Limited	TIME OUT	09,41,42	Registered		15-Jan-28		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T0601573PT	289814	Portugal	Time Out Digital Limited	TIME OUT	16	Registered		5-Mar-28		In Force
T8806166GB	3295730	United Kingdom	Time Out Digital Limited	TIO	09,35,38,39,41,42,43,45	Registered		9-Mar-28		In Force
T7205406GB	UK00002482451	United Kingdom	Time Out Digital Limited	THE BIG SMOKE	09,16,38,41	Registered		14-Mar-28		In Force
T0639352GB	UK00002165491	United Kingdom	Time Out Digital Limited	TIME OUT THE WORLD'S LIVING GUIDE	35,39,41,42	Registered		1-May-28		In Force
T2799746EM	810267	European Community	Time Out Digital Limited	THE WORLD'S LIVING GUIDE	35,39,41,42	Registered		1-May-28		In Force
T8825379IB	1418927	Madrid Agreement & Protocol (TM)	Time Out Digital Limited	Time Out MARKET logo	09,35,36,41,43	Registered		18-May-28		In Force
T8825611AU	1418927	Australia	Time Out Digital Limited	Time Out MARKET logo	09,35,36,41,43	Registered		18-May-28		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T8825612CN	1418927	China	Time Out Digital Limited	Time Out MARKET logo	09,35,36,41,43	Registered		18-May-28		In Force
T8825613JP	1418927	Japan	Time Out Digital Limited	Time Out MARKET logo	09,35,36,41,43	Registered		18-May-28		In Force
T7400563CN	4581856	China	Time Out Digital Limited	TIME OUT (transliteration)	16	Registered		20-Jul-28		In Force
T4324488MY	98009608	Malaysia	Time Out Digital Limited	TIME OUT	16	Registered		17-Aug-28		In Force
T0608886JP	4180353	Japan	Time Out Digital Limited	TIME OUT	42	Registered		21-Aug-28		In Force
T2971438ID	IDM000155146	Indonesia	Time Out Digital Limited	TIME OUT	16	Registered		26-Aug-28		In Force
T7278782ME	44406	Montenegro	Time Out Digital Limited	TIME OUT	16	Registered		2-Oct-28		Awaiting certificate
T0617167HR	Z981238	Croatia	Time Out Digital Limited	TIME OUT	16	Registered		6-Oct-28		Awaiting certificate

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T7526430GB	UK00002501909	United Kingdom	Time Out Digital Limited	MY TIME OUT	09,16,39,41,43	Registered		7-Nov-28		In Force
T3112863TH	KOR121511	Thailand	Time Out Digital Limited	TIME OUT	16	Registered		9-Nov-28		Awaiting certificate
T0369377CH	P-373388	Switzerland	Time Out Digital Limited	TIME OUT	16	Registered		18-May-29		In Force
T7591558CN	5065263	China	Time Out Digital Limited	TIME OUT	41	Registered		6-Jun-29		In Force
T7616987GB	UK00002519080	United Kingdom	Time Out Digital Limited	MOODMIXER	09,16,35,41,43	Registered		22-Jun-29		In Force
T7616988GB	UK00002519079	United Kingdom	Time Out Digital Limited	mytimeout	09,16,35,39,41,43	Registered		22-Jun-29		In Force
T5266420LB	173328	Lebanon	Time Out Digital Limited	TIME OUT	16,41	Registered		19-Aug-33		In Force
T7642942BR	829134387	Brazil	TIME OUT GROUP LIMITED	TIME OUT	9	Registered		3-Nov-19		Renewal possible

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T7713142BR	829134395	Brazil	TIME OUT GROUP LIMITED	TIME OUT	41	Registered		5-Oct-20		In Force
T3959864AE	42988	United Arab Emirates	TIME OUT GROUP LIMITED	TIME OUT	16	Registered		18-Jun-21		In Force
T4249181AE	36521	United Arab Emirates	TIME OUT GROUP LIMITED	TIME OUT	41	Registered		18-Jun-21		Awaiting certificate
T7015238RO	R061035	Romania	TIME OUT GROUP LIMITED	TIME OUT	16,38,39,41,43,45	Registered		4-Feb-22		In Force
T4571070BG	45863	Bulgaria	TIME OUT GROUP LIMITED	TIME OUT	09,16,35,38,39,41,43,44,45	Registered		5-Feb-22		In Force
T6376769CU	2002-0765	Cuba	TIME OUT GROUP LIMITED	TIME OUT	16,41	Registered		24-Sep-22		Awaiting certificate
T4919059BA	BAZ026256	Bosnia & Herzegovina	TIME OUT	TIME OUT	16,41	Registered		1-Oct-22		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
			GROUP LIMITED							
T5627972UA	57446	Ukraine	TIME OUT GROUP LIMITED	TIME OUT	16,41	Registered		28-Nov-23		In Force
T7638967PK	194122	Pakistan	TIME OUT GROUP LIMITED	TIME OUT	38	Registered		19-Apr-24		Awaiting certificate
T7765896PK	194085	Pakistan	TIME OUT GROUP LIMITED	TIME OUT	39	Registered		19-Apr-24		Awaiting certificate
T7765897PK	194086	Pakistan	TIME OUT GROUP LIMITED	TIME OUT	42	Registered		19-Apr-24		Awaiting certificate
T8749839LK	191171	Sri Lanka	TIME OUT GROUP LIMITED	TIME OUT	9	Pending		28-Aug-24		In Force
T8766713LK	191165	Sri Lanka	TIME OUT GROUP LIMITED	TIME OUT	43	Registered		28-Aug-24		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T8650931AO	42113	Angola	TIME OUT GROUP LIMITED	TIME OUT	35	Registered		21-Oct-24		In Force
T8650932AO	42112	Angola	TIME OUT GROUP LIMITED	TIME OUT	16	Registered		21-Oct-24		In Force
T8650933AO	42111	Angola	TIME OUT GROUP LIMITED	TIME OUT	9	Registered		21-Oct-24		In Force
T6376767UA	68142	Ukraine	TIME OUT GROUP LIMITED	TIME OUT (TRANSLITERATION)	16	Registered		3-Mar-25		In Force
T5784764AE	59007	United Arab Emirates	TIME OUT GROUP LIMITED	TIME OUT IN ARABIC TRANSLITERATION	16	Registered		5-Mar-25		Awaiting certificate
T8742060TH	171132828	Thailand	TIME OUT GROUP LIMITED	TIME OUT	43	Registered		2-Jul-25		In Force
T8791736TH	181105056	Thailand	TIME OUT	TIME OUT	41	Registered		2-Jul-25		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
			GROUP LIMITED							
T8791737TH	181104243	Thailand	TIME OUT GROUP LIMITED	TIME OUT	38	Registered		2-Jul-25		In Force
T6025230PH	4/1998/00005154	Philippines	TIME OUT GROUP LIMITED	TIME OUT	16	Registered		23-Jul-25	23-Jul-21	In Force
T8650794HK	303489643	Hong Kong	TIME OUT GROUP LIMITED	TIME OUT	09,16,35,38,41,43	Registered		29-Jul-25		In Force
T6693367SA	142702038	Saudi Arabia	TIME OUT GROUP LIMITED	TIME OUT & TIME OUT (TRANSLITERATION)	16	Registered		18-Aug-25		In Force
T6693366SA	142702032	Saudi Arabia	TIME OUT GROUP LIMITED	TIME OUT (WORD) & TIME OUT (TRANSLITERATION)	41	Registered		19-Aug-25		Awaiting certificate
T2946017SK	184057	Slovakia	TIME OUT	TIME OUT	09,16,38,41,42	Registered		27-Sep-25		Awaiting certificate

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
			GROUP LIMITED							
T0520020HU	148128	Hungary	TIME OUT GROUP LIMITED	TIME OUT	16	Registered		28-Sep-25		In Force
T0369386FR	95593534	France	TIME OUT GROUP LIMITED	TIME OUT	07,09,35,38,41,42,43,44,45	Registered		20-Oct-25		In Force
T0369382ES	1994942	Spain	TIME OUT GROUP LIMITED	TIME OUT	42	Registered		8-Nov-25		In Force
T0538387ES	1994943	Spain	TIME OUT GROUP LIMITED	TIME OUT	41	Registered		8-Nov-25		In Force
T8608122QA	104436	Qatar	TIME OUT GROUP LIMITED	TIME OUT MARKET	42	Registered		7-Mar-26		In Force
T8608123QA	104435	Qatar	TIME OUT GROUP LIMITED	TIME OUT MARKET	36	Registered		7-Mar-26		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T8608124QA	104434	Qatar	TIME OUT GROUP LIMITED	TIME OUT MARKET	35	Registered		7-Mar-26		In Force
T8763951AE	249928	United Arab Emirates	TIME OUT GROUP LIMITED	TIME OUT MARKET	43	Registered		8-Mar-26		In Force
T8763952AE	249926	United Arab Emirates	TIME OUT GROUP LIMITED	TIME OUT MARKET	36	Registered		8-Mar-26		In Force
T8763953AE	249925	United Arab Emirates	TIME OUT GROUP LIMITED	TIME OUT MARKET	35	Registered		8-Mar-26		In Force
T3470487HU	164382	Hungary	TIME OUT GROUP LIMITED	TIME OUT	09,38,41,42	Registered		7-May-26		In Force
T6842561BM	45480	Bermuda	TIME OUT GROUP LIMITED	TIME OUT	16	Registered		28-Mar-27		In Force
T6842563BM	45481	Bermuda	TIME OUT	TIME OUT	41	Registered		28-Mar-27		In Force

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
			GROUP LIMITED							
T7559082NZ	779168	New Zealand	TIME OUT GROUP LIMITED	TIME OUT SHORTLIST	09,16	Registered		10-May-27		In Force
T0660709GR	133619	Greece	TIME OUT GROUP LIMITED	TIME OUT	41	Registered		23-Jun-27		In Force
T6930167BR	820564605	Brazil	TIME OUT GROUP LIMITED	TIME OUT	11.1	Registered		7-Aug-27		In Force
T6930168BR	820564613	Brazil	TIME OUT GROUP LIMITED	TIME OUT	16.10,16.20,16.30	Registered		7-Aug-27		In Force
T7642978PK	167172	Pakistan	TIME OUT GROUP LIMITED	TIME OUT	9	Registered		18-Oct-27		Awaiting certificate
T7642980PK	167179	Pakistan	TIME OUT GROUP LIMITED	TIME OUT	16	Registered		18-Oct-27		Awaiting certificate

Case Ref.	Official No.	Country	Owner	Title	Local Classes	Case Status	Instructor's Reference	Next Renewal Date	Affidavit of Use Deadline	Renewal Status
T4919060RS	44406	Serbia	TIME OUT GROUP LIMITED	TIME OUT	16	Registered		2-Oct-28		Awaiting certificate
T7900416KS	216	Kosovo	TIME OUT GROUP LIMITED	TIME OUT	16	Registered		2-Oct-28		In Force
T8514020LB	169512	Lebanon	TIME OUT GROUP LIMITED	TIME OUT	35	Registered		2-Dec-30		In Force

**SCHEDULE 3
SHARES**

Name of Chargor	Name of issuer	Description and number of shares	Certificate numbers
Time Out Market Limited	Time Out Market London Limited	1 ordinary share of £1.00 each	N/A
Time Out Market Limited	Time Out Market Dubai Limited	1 ordinary share of £1.00 each	N/A
Time Out Digital Limited	Time Out England Limited	190 ordinary shares of £1.00 each	N/A
Time Out Digital Limited	Leanworks Limited	100 ordinary shares of £0.01 each	N/A
Time Out Digital Limited	Leanworks Limited	440,000 ordinary shares of £0.001 each	N/A
Time Out Digital Limited	Leanworks Limited	278,839 ordinary A shares of £0.01 each	N/A
Time Out Digital Limited	Leanworks Limited	693,402 C ordinary shares of £0.001 each	N/A
Time Out Digital Limited	Leanworks Limited	588,732 B ordinary shares of £0.01 each	N/A
Time Out Digital Limited	Leanworks Limited	53,999 B1 ordinary shares of £0.01 each	N/A
Time Out Digital Limited	Time Out New York Limited	18,851,399 ordinary shares of £1.00 each	N/A
Time Out Group PLC	Time Out Group MC Limited	595,046,500 units of £0.10 each	No. 22 (in respect of 11,000,000 Ordinary Shares) N/A (in respect of 300 ordinary shares) N/A (in respect of 584,046,200 ordinary shares)
Time Out Group PLC	Time Out Digital Limited	27,596,290 ordinary shares of £1.00 each	N/A
Time Out Group PLC	Time Out Digital Limited	2,289,550,000 preference shares of £0.01 each	N/A
Time Out Group PLC	Time Out Digital Limited	3,000,000 ordinary B shares of £1.00 each	N/A
Time Out Group PLC	Time Out Digital Limited	1 ordinary A share of £1.00 each	N/A
Time Out Group MC Limited	Time Out Group BC Limited	382,586,500 ordinary shares of £0.10 each	N/A (in respect of 300 ordinary shares) No. 22 (in respect of 11,000,000 ordinary shares) No. 19 (in respect of 870,000 ordinary shares)

Name of Chargor	Name of issuer	Description and number of shares	Certificate numbers
			No. 14 (in respect of 45,000,000 ordinary shares) N/A (in respect of 325,716,200 ordinary shares)
Time Out Group MC Limited	Time Out Group BC Limited	21,246,000 preference shares of £1.00 each	No. 21 (in respect of 3,000,000 preference shares) No. 20 (in respect of 1,600,000 preference shares) No. 12 (in respect of 1,756,000 preference shares) No. 11 (in respect of 1,020,000 preference shares) No. 10 (in respect of 500,000 preference shares) No.9 (in respect of 1,500,000 preference shares) N/A (in respect of 10,870,000 preference shares) N/A (in respect of 1,000,000 preference shares)
Time Out Group BC Limited	Time Out Market Limited	706 SR shares of £0.001 each	N/A (in respect of 706 SR shares)
Time Out Group BC Limited	Time Out Market Limited	2,823 management shares of £0.001 each	N/A (in respect of 235 management shares) N/A (in respect of 2,588 management shares)
Time Out Group BC Limited	Time Out Market Limited	11,476,323 preference shares of €1.00 each	N/A (in respect of 5,852,925 preference shares) N/A (in respect of 5,623,398 preference shares)
Time Out Group BC Limited	Time Out Market Limited	20,300 ordinary shares of £0.001 each	N/A (in respect of 11,529 ordinary shares) N/A (in respect of 147 ordinary shares) N/A (in respect of 153 ordinary shares)

Name of Chargor	Name of issuer	Description and number of shares	Certificate numbers
			N/A (in respect of 8,471 ordinary shares)

**SCHEDULE 4
ACCOUNTS**

Entity	Bank Name, Address	Account Name	Account Number / IBAN	Sort Code / Swift
Time Out Digital Limited	HSBC, 70 Pall Mall, London, SW1Y 5EY,	TIME OUT DIGITAL	██████████	██████████
Time Out England Limited	HSBC, 70 Pall Mall, London, SW1Y 5EY,	TIME OUT ENGLAND EUR	██████████	██████████
	HSBC, 70 Pall Mall, London, SW1Y 5EY,	TIME OUT ENGLAND INVESTMENT	██████████	██████████
	HSBC, 70 Pall Mall, London, SW1Y 5EY,	TIME OUT ENGLAND MONEY MARKET	██████████	██████████
	HSBC, 70 Pall Mall, London, SW1Y 5EY,	TIME OUT ENGLAND	██████████	██████████
	HSBC, 70 Pall Mall, London, SW1Y 5EY,	TIME OUT ENGLAND USD	██████████	██████████
Time Out Market Limited	HSBC, 70 Pall Mall, London, SW1Y 5EY,	Time Out Market Limited - Euro	██████████	██████████
	HSBC, 70 Pall Mall, London, SW1Y 5EY,	Time Out Market Limited - GBP	██████████	██████████
	HSBC, 70 Pall Mall, London, SW1Y 5EY,	Time Out Market Limited - USD	██████████	██████████
Time Out Market London Limited	HSBC, 70 Pall Mall, London, SW1Y 5EY,	Time Out Market London Limited	██████████	██████████

**SCHEDULE 5
INSURANCE POLICIES**

Named Insured	Insurer and address	Policy Number	Risk Insured
Time Out Group PLC Time Out Group MC Ltd Time Out Group BC Ltd Time Out Digital Ltd Time Out England Ltd Time Out Market Ltd Time Out Market London	Travelers Insurance Designated Activity Company (UK Branch) One Creechurch Ln, London EC3A 5AF UK	UC CMK 3967450	Property Damage Money Business Interruption Computer Breakdown Employers' Liability Public and Products Liability
Time Out New York Ltd	Travelers Insurance Designated Activity Company (UK Branch) One Creechurch Ln, London EC3A 5AF UK	UC CMK 3967450	Employment Practices Liability & Fiduciary Liability
Time Out New York Ltd	Zurich Four World Trade Center, 150 Greenwich St, New York, NY 10007, USA	CPO0435940 CPO0435942 CPO0435942 CPO0435942	Package includes Property GL & Auto
Time Out New York Ltd	Homesite One Federal Street, Boston MA 02110, USA RSUI 945 East Paces Ferry Rd NE, Atlanta, GA 30326, USA	CXS000516 NHA099876	Property Excess Liability
Time Out Group PLC	Fidelis Level 42, 22 Bishopsgate, London EC2N 4AJ UK	FC0181921	Damage and/or financial loss resulting from Global Terrorism (excluding all Market entities.)
Time Out Group PLC	AIG The AIG Building 58 Fenchurch Street London EC3M 4AB UK	0010809754	Business Travel
Time Out Group PLC	AVIVA	100724291CGF	Commercial Crime

Named Insured	Insurer and address	Policy Number	Risk Insured
	St Helen's, 1 Undershaft, London EC3P 3DQ UK		
Time Out Group PLC	Hiscox Underwriting The Hiscox Building Peasholme Green York YO1 7PR UK	HU PI6 8162382	Cyber
Time Out Group PLC	Hiscox Underwriting The Hiscox Building Peasholme Green York YO1 7PR UK	HU TMT 2349821	Professional Indemnity (Errors & Omissions Insurance)
Time Out Group PLC	Liberty 20 Fenchurch St, London EC3M 3AW UK	F11323322	Directors and Officers Liability Insurance
Time Out Group PLC	Rising Edge 3 Lloyd's Ave, London EC3N 3DS UK	F11966922	Excess Directors and Officers Liability Insurance
Time Out Group PLC	Beazley Solutions Limited 22 Bishopsgate, London EC2N 4BQ	BUK/479779 – extension has been provided whilst renegotiate.	Event Insurance

**SCHEDULE 6
MATERIAL CONTRACTS**

Chargor	Other contracting party	Contract type	Subject matter	Date
Time Out England Limited	FREE NOW	Insertion Order	Campaign involving a series of bespoke videos, newsletters, and social media stories	27 July 2022
Time Out England Limited	Google Ad Manager	Not available	-	-
Time Out International Limited and Time Out Digital Limited (now known as Time Out England Limited)	ITP Consumer Publishing Limited	Deed of Novation	Novation of the licencing and publishing agreement and licencing and website agreement, from Time Out International Limited to Time Out Digital Limited (now known as Time Out England Limited)	2 April 2015
Time Out England Limited	ITP Consumer Publishing Limited	Amendment to Publishing Agreement	Adding our right to add certain cities to the licencing agreements specified above	25 May 2021
Time Out Market Dubai Limited	The Lounge LLC (Emaar)	Management Agreement - Dubai	Management Agreement for Dubai Market. Governed by DIFC law.	2 April 2019
Time Out Market Limited	Aldar Properties PJSC	Management Agreement – Abu Dhabi	Consultancy, Licence and Management Agreement. Governed by DIFC law.	24 January 2021
Time Out Market Limited	QR OM LTH LP Westbank Oakridge Holdings Inc Oakridge Market Limited Partnership	Management Agreement - Vancouver	Consultancy, Licence and Management Agreement. Governed by law of British Columbia.	4 November 2022
Time Out Market Limited	V and A Waterfront Holdings (Pty) Ltd The Hotel Company Proprietary Ltd	Management Agreement – Cape Town	Consultancy, Licence and Management Agreement. Governed by South African law.	6 October 2022

Chargor	Other contracting party	Contract type	Subject matter	Date
Time Out Market Limited	Hankyu Hanshin Properties Group	Management Agreement - Osaka	Consultancy, Licence and Management Agreement. Governed by Japanese law.	25 April 2022
Time Out Market Limited Time Out Group PLC	Food Hall Cem Inc Immeuble 677 Sainte-Catherine Inc Concept TOM Montreal Inc Ivanhoe Cambridge Inc	Management Agreement – Montreal	Management Agreement. Governed by laws of Province of Quebec	22 May 2018
Time Out Market Limited	Diriyah Gate Company Limited	Management Agreement – Riyadh	Management Agreement Governed by laws of DIFC	21 November 2022

**SCHEDULE 7
FORM OF NOTICE OF ASSIGNMENT FOR BANK ACCOUNTS**

**PART 1
NOTICE TO ACCOUNT BANK**

To: [Account Bank]

Copy: Crestline Direct Finance, L.P. as the Security Agent

Date: [●]

Dear Sirs

Debenture dated 29 November 2022 between, amongst others, Time Out Group plc and Crestline Direct Finance, L.P. as the Security Agent (the "Agreement")

- 1 This letter constitutes notice to you that under the Agreement, [●] (the "**Chargor**") has [charged (by way of a first fixed charge)] [assigned] in favour of Crestline Direct Finance, L.P. as agent and trustee for the Secured Parties referred to in the Agreement (the "**Security Agent**") as first priority [chargee] [assignee] all of its rights in respect of any amount (including interest) standing to the credit of any [blocked] account maintained by it with you at any of your branches (the "**Secured Accounts**") and the debts represented by the Secured Accounts.
- 2 We advise you that you may deal with us in relation to the Secured Accounts until you receive written notice to the contrary from the Security Agent and such notice confirms that a Declared Default (as defined in the Agreement) has occurred. Upon receipt of such aforesaid notice, you as Account Bank shall not allow any dispositions by us of the Secured Accounts unless you receive further notice from the Security Agent to the contrary.
- 3 We irrevocably instruct and authorise you to:
 - (a) disclose to the Security Agent any information relating to any Secured Account requested from you by the Security Agent;
 - (b) comply with the terms of any written notice or instruction relating to any Secured Account received by you from the Security Agent
 - (c) upon receipt of a notice from the Security Agent confirming that a Declared Default has occurred (and unless you receive further notice from the Security Agent to the contrary):
 - (i) unless the Security Agent so authorises you in writing, not to permit withdrawals from the Secured Accounts;
 - (ii) hold all sums standing to the credit of any Secured Account to the order of the Security Agent;
 - (iii) pay or release any sum standing to the credit of any Secured Account in accordance with the written instructions of the Security Agent; and
 - (iv) comply with the terms of any written notice or instruction relating to any Secured Account received by you from the Security Agent.
- 4 We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.
- 5 The provisions of this letter may not be revoked or amended without the prior consent of the Security Agent.

6 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please send to the Security Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

Yours faithfully

Authorised signatory for
[CHARGOR]

**PART 2
ACKNOWLEDGEMENT OF ACCOUNT BANK**

To: Crestline Direct Finance, L.P. as the Security Agent

Copy: [Chargor]

Date: [●]

Dear Sirs

Debenture dated 29 November 2022 between, amongst others, Time Out Group plc and Crestline Direct Finance, L.P. as the Security Agent (the "Agreement")

- 1 We confirm receipt from [●] (the "**Chargor**") on behalf of certain chargors (the "Chargors") of a notice dated [●] (the "**Notice**") of an [assignment] [charge] upon the terms of the Agreement over all the rights of each Chargor to any amount standing to the credit of any of its [blocked] accounts with us at any of our branches (the "**Secured Accounts**").
- 2 We confirm that we:
 - (a) accept the instructions contained in the Notice and agree to comply with the Notice;
 - (b) have not received notice of the interest of any third party in any Secured Account;
 - (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counterclaim or other right in respect of any Secured Account;
 - (d) where the Security Agent so requires, will not permit any amount to be withdrawn from any Secured Account without your prior consent; and
 - (e) will pay all sums received by us for the account of the Chargor to a Secured Account with us.
- 3 Nothing contained in any of our arrangements with you shall commit us to providing any facilities or making advances available to the Chargors.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

Authorised signatory for
[ACCOUNT BANK]

**SCHEDULE 8
FORM OF NOTICE FOR INSURANCES**

**PART 1
FORM OF NOTICE OF ASSIGNMENT
(FOR ATTACHMENT BY WAY OF ENDORSEMENT TO THE INSURANCE POLICIES)**

To: [Insurer]

Copy: Crestline Direct Finance, L.P. as the Security Agent

Date: [●]

Dear Sirs

Debenture dated 29 November 2022 between, amongst others, Time Out Group plc and Crestline Direct Finance, L.P. as the Security Agent (the "Agreement")

- 1 This letter constitutes notice to you that under the Agreement, [●] (the "**Chargor**") has [assigned/charged] in favour of Crestline Direct Finance, L.P. as security agent and trustee for the Secured Parties referred to in the Agreement (the "**Security Agent**") as first priority [assignee/chargee] all amounts payable to it under or in connection with any contract of insurance taken out with you by or on behalf of it or under which it has a right to claim and all of its rights in connection with those amounts.
- 2 A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of the Chargor to a third party.
- 3 We confirm that:
 - (a) we will remain liable under [each] such contract of insurance to perform all the obligations assumed by us under [the/that] contract of insurance; and
 - (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [any] such contract of insurance.
- 4 We will also remain entitled to exercise all of its rights under [each] such contract of insurance and you should continue to give notices under [each] such contract of insurance to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, unless the Security Agent otherwise agrees in writing:
 - (a) all amounts payable to us under [each] such contract of insurance must be paid to the Security Agent; and
 - (b) any rights of the Chargor in connection with those amounts will be exercisable by, and notices must be given to, the Security Agent or as it directs.
- 5 The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent.
- 6 We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.
- 7 Please send to the Security Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

Authorised signatory for
[CHARGOR]

PART 2
FORM OF LETTER OF UNDERTAKING

To: Crestline Direct Finance, L.P. as the Security Agent

Copy: [Chargor]

Date: [●]

Dear Sirs

Debenture dated 29 November 2022 between, amongst others, Time Out Group plc and Crestline Direct Finance, L.P. as the Security Agent (the "Agreement")

- 1 We confirm receipt from [●] (the "**Chargor**") of a notice dated [●] (the "**Notice**") of [an assignment/a charge] by the Chargor upon the terms of the Agreement of all amounts payable to it under or in connection with any contract of insurance taken out with us by or on behalf of it or under which it has a right to claim and all of its rights in connection with those amounts.
- 2 A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of the Chargor to a third party.
- 3 In consideration of your agreeing to the Chargor or any of them continuing their insurance arrangements with us we:
 - (a) accept the instructions contained in the Notice and agree to comply with the Notice;
 - (b) confirm that we have not received notice of the interest of any third party in those amounts and rights;
 - (c) undertake to note on the relevant contracts your interest as [co-insured and loss payee] and as first priority [assignee/chargee] of those amounts and rights;
 - (d) undertake to disclose to you without any reference to or further authority from the Chargor any information relating to those contracts which you may at any time request; and
 - (e) undertake to notify you of any material breach by the Chargor of any of those contracts and to allow you [or any of the other Secured Parties (as defined in the Agreement)] to remedy that breach.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

Authorised signatory for
[INSURER]

**SCHEDULE 9
FORM OF NOTICE FOR MATERIAL CONTRACTS**

**PART 1
NOTICE TO COUNTERPARTY**

To: [Counterparty]

Copy: Crestline Direct Finance, L.P. as the Security Agent

Date: [●]

Dear Sirs

Debenture dated 29 November 2022 between, amongst others, Time Out Group plc and Crestline Direct Finance, L.P. as the Security Agent (the "Agreement")

- 1 This letter constitutes notice to you that under the Agreement, [●] (the "**Chargor**") has assigned in favour of Crestline Direct Finance, L.P. as agent and trustee for the Secured Parties referred to in the Agreement (the "**Security Agent**") as first priority assignee all of its rights in respect of [*insert details of Material Contract(s)*] (the "**Material Contract[s]**").
- 2 We confirm that:
 - (a) we will remain liable under [the]/[each] Material Contract to perform all the obligations assumed by us under [the]/[that] Material Contract; and
 - (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [the]/[any] Material Contract.
- 3 We will also remain entitled to exercise all of its rights under [the]/[each] Material Contract and you should continue to give notice under [the]/[each] Material Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all of its rights will be exercisable by, and notices must be given to, the Security Agent or as it directs.
- 4 The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent.
- 5 Please send to the Security Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.
- 6 We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

Authorised signatory for
[CHARGOR]

**PART 2
ACKNOWLEDGEMENT OF COUNTERPARTY**

To: Crestline Direct Finance, L.P. as the Security Agent

Copy: [Chargor]

Date: [●]

Dear Sirs

Debenture dated 29 November 2022 between, amongst others, Time Out Group plc and Crestline Direct Finance, L.P. as the Security Agent (the "Agreement")

- 1 We confirm receipt from [●] (the "**Chargor**") of a notice dated [●] (the "**Notice**") of an assignment on the terms of the Agreement of all of Chargor's rights in respect of [*insert details of the Material Contract(s)*] (the "**Material Contract[s]**").
- 2 We confirm that we:
 - (a) accept the instructions contained in the Notice and agree to comply with the Notice;
 - (b) have not received notice of the interest of any third party in [any of] the Material Contract[s];
 - (c) undertake to disclose to you without any reference to or further authority from the Chargor any information relating to [any of] the Material Contract[s] which you may at any time request; and
 - (d) undertake to notify you of any material breach by any Chargor of [any of] the Material Contract[s] and to allow you [or any of the other Secured Parties (as defined in the Agreement)] referred to in the Agreement to remedy that breach.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

Authorised signatory for
[**COUNTERPARTY**]

**SCHEDULE 10
FORM OF SECURITY ACCESSION DEED¹**

THIS SECURITY ACCESSION DEED is made on [●]

BETWEEN:

- (1) [●] (Registered number [●] (the "**New Chargor**")); and
- (2) **CRESTLINE DIRECT FINANCE, L.P.** as the trustee for each of the Secured Parties (the "**Security Agent**").

RECITAL:

This Security Accession Deed is supplemental to a debenture dated [29] November 2022 between (amongst others) the Original Chargors and the Security Agent, as previously supplemented and amended by earlier Security Accession Deed (if any) (the "**Agreement**").

This Security Accession Deed is a Finance Document and a Transaction Security Document for the purposes of the Subscription Agreement.

NOW THIS SECURITY ACCESSION DEED WITNESSES as follows:

1 INTERPRETATION

1.1 Definitions

Terms defined in the Agreement have the same meaning when used in this Security Accession Deed.

1.2 Construction

Clause 1.2 (*Construction*) of the Agreement shall be incorporated into this Deed as if set out in full in this Deed and as if references in that clause to "**the Agreement**" were references to this Security Accession Deed.

2 ACCESSION OF NEW CHARGING COMPANIES

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Agreement with immediate effect and agrees to be bound by all of the terms of the Agreement as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

The New Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations and indemnify the Security Agent and the other Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

¹ As a document creating security, this Security Accession Deed must be registered with Companies House within twenty-one (21) days of its execution.

3 FIXED SECURITY

3.1 Mortgage of Real Property

The New Chargor charges, by way of legal mortgage its Real Property.

3.2 Fixed charge over Real Property

The New Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its right, title and interest from time to time in and to all its Real Property.

3.3 Fixed charge over Accounts

The New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Accounts.

3.4 Fixed charge over Intellectual Property

The New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Intellectual Property.

3.5 Fixed charge over Investments

[The/Each] Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all [the/its] Investments.

3.6 Fixed charge over Monetary Claims

The New Chargor Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity pursuant to this Agreement) (to the extent not already charged under this Clause 3.6).

3.7 Fixed charge over Shares

The New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all the Shares owned by it.

3.8 Fixed charge over Tangible Moveable Property

The New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Tangible Moveable Property.

3.9 Fixed charge over contracts

The New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which the New Chargor is a party (except for the Material Contracts).

3.10 Fixed charge over goodwill

The New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of the New Chargor.

3.11 **Fixed charge over other assets**

The New Chargor charges (to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 2.1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to [each Insurance Policy and each Material Contract] of the New Chargor in relation to each of those assets.

3.12 **Assignment of Insurance Policies**

The New Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Insurance Policy of the New Chargor.

3.13 **Assignment of Material Contracts**

The New Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Material Contract of the New Chargor.

4 **FLOATING CHARGE**

4.1 The New Chargor charges by way of first floating charge in favour of the Security Agent all of its present and future assets, undertaking and rights.

4.2 The floating charge created pursuant to Clause 3.1 above:

- (a) shall be deferred in point of priority to all Fixed Security validly and effectively created by the New Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations; and
- (b) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium, under section 1A of the Insolvency Act 1986.

4.3 The floating charge created pursuant to Clause 3.1 above is a **qualifying floating charge** for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986.

5 **NEGATIVE PLEDGE**

The New Chargor may not, at any time during the Security Period:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of its assets;
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, dispose of or purport to dispose of all or any part of its assets;
- (c) without the prior consent of the Security Agent declare a trust of, create or purport to create or permit to arise or subsist (including granting any option) any lease, licence, interest or right to occupy in favour of, or share possession of, any of its Real Property with any third party; or
- (d) do or cause or permit to be done anything which may in any way jeopardise or otherwise prejudice the Security created or intended to be created by this Security Accession Deed,

in each case, unless expressly permitted under and in accordance with the Subscription Agreement or otherwise with the prior consent of the Security Agent.

6 CONSTRUCTION OF DEBENTURE

6.1 The Agreement and this Security Accession Deed shall be read together as one instrument on the basis that:

(a) references in the Agreement to "**this Agreement**" or "**this Deed**" and other similar expressions will be deemed to be references to the Debenture as supplemented by this Security Accession Deed; and

(b) where the Debenture requires a Chargor to perform an obligation "on the date of this Agreement" that obligation the New Chargor shall perform that obligation on the date of this Agreement.

6.2 This Security Accession Deed is supplemental to the Debenture and the Debenture remains in full force and effect.

7 NOTICES

The New Chargor confirms that its address details for notices in relation to clause 32 (*Notices*) of the Subscription Agreement are as follows:

Address: [●]

Email: [●]

Attention: [●]

8 GOVERNING LAW

This Security Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS DEED has been executed and delivered as, and is intended to take effect, as a deed by the New Chargor and has been signed by the Security Agent on the date stated at the beginning of this Deed.

[Insert signature block for New Chargor]

The Security Agent

CRESTLINE DIRECT FINANCE, L.P.

By:

[Include schedules to this Security Accession Deed equivalent to those of the Debenture, to the extent relevant to the New Chargor.]

SIGNATURE PAGES

THE CHARGORS

Executed as a deed by **TIME OUT GROUP PLC** acting by:



signature of director

Sven Torbjorn Ohlund

print name of director

Director

in the presence of:



signature of witness

Emma Humphrey

print name of witness

Address







Occupation



Address: 

Email: 

Attention: General Counsel

Executed as a deed by **TIME OUT DIGITAL LIMITED** acting by:



signature of director

Sven Torbjorn Ohlund

print name of director

Director

in the presence of:


signature of witness

Emma Humphrey

print name of witness

Address






Occupation


Address: 

Email: 

Attention: General Counsel

Executed as a deed by **TIME OUT ENGLAND LIMITED** acting by:



signature of director

Sven Torbjorn Ohlund

print name of director

Director

in the presence of:



signature of witness

Emma Humphrey

print name of witness

Address







Occupation



Address: 

Email: 

Attention: General Counsel

Executed as a deed by **TIME OUT MARKET LIMITED** acting by:

[Redacted Signature]

signature of director

Sven Torbjorn Ohlund

print name of director

Director

in the presence of:

[Redacted Signature]

signature of witness

Emma Humphrey

print name of witness

Address

[Redacted Address Line 1]

[Redacted Address Line 2]

[Redacted Address Line 3]

Occupation

[Redacted Occupation]

Address:

[Redacted Address]

Email:

[Redacted Email]

Attention:

General Counsel

Executed as a deed by **TIME OUT MARKET LONDON LIMITED** acting by:



signature of director

Sven Torbjorn Ohlund

print name of director

Director

in the presence of:



signature of witness

Emma Humphrey

print name of witness

Address

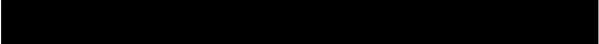






Occupation



Address: 

Email: 

Attention: General Counsel

Executed as a deed by **TIME OUT GROUP BC LIMITED** acting by:



signature of director

Sven Torbjorn Ohlund

print name of director

Director

in the presence of:



signature of witness

Emma Humphrey

print name of witness

Address

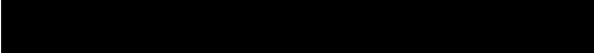






Occupation



Address: 

Email: 

Attention: General Counsel

Executed as a deed by **TIME OUT GROUP MC LIMITED** acting by:



signature of director

Sven Torbjorn Ohlund

print name of director

Director

in the presence of:



signature of witness

Emma Humphrey

print name of witness

Address

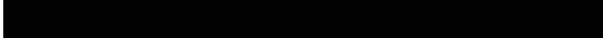


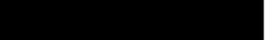




Occupation



Address: 

Email: 

Attention: General Counsel

Executed as a deed by **TIME OUT NEW YORK LIMITED** acting by:



signature of director

Sven Torbjorn Ohlund

print name of director

Director

in the presence of:



signature of witness

Emma Humphrey

print name of witness

Address






Occupation


Address: 

Email: 

Attention: General Counsel

THE SECURITY AGENT

CRESTLINE DIRECT FINANCE, L.P. by Crestline Direct Finance (GP), LLC, its general partner, by Crestline Investors, Inc., its manager

By:



Name: Keith Williams

Title:



Address:



Email:



Attention:

Jeremiah Loeffler