



**Registration of a Charge**

Company name: **BRICK LIVE INTERNATIONAL LIMITED**

Company number: **10257756**



X90A0NJ5

Received for Electronic Filing: **06/03/2020**

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**Details of Charge**

Date of creation: **28/02/2020**

Charge code: **1025 7756 0001**

Persons entitled: **RIVERFORT GLOBAL OPPORTUNITIES PCC LIMITED**

Brief description: **1) BY WAY OF FIRST LEGAL MORTGAGE ALL THE FREEHOLD AND LEASEHOLD PROPERTY (IF ANY) VESTED IN OR CHARGED TO THE CHARGOR, TOGETHER WITH ALL BUILDINGS AND FIXTURES (INCLUDING TRADE FIXTURES) AT ANY TIME THEREON; (2) BY WAY OF FIRST FIXED CHARGE ALL OTHER INTERESTS (NOT BEING CHARGED BY CLAUSE (1) ABOVE) IN ANY FREEHOLD OR LEASEHOLD PROPERTY VESTED IN OR CHARGED TO THE CHARGOR, THE BUILDINGS AND FIXTURES (INCLUDING TRADE FIXTURES) AT ANY TIME THEREON, ALL PROCEEDS OF SALE DERIVED THEREFROM AND THE BENEFIT OF ALL COVENANTS GIVEN IN RESPECT THEREOF AND ALL LICENCES TO ENTER UPON OR USE LAND AND THE BENEFIT OF ALL OTHER AGREEMENTS RELATING TO LAND; AND (3) BY WAY OF FIRST FIXED CHARGE ALL INTELLECTUAL PROPERTY.**

**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.**

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## Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HILL DICKINSON LLP**



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

Company number: 10257756

Charge code: 1025 7756 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2020 and created by BRICK LIVE INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2020 .

Given at Companies House, Cardiff on 9th March 2020

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 28 February 2020

DEBENTURE

between

(1) BRICK LIVE INTERNATIONAL LIMITED (as  
Chargor)

and

(2) RIVERFORT GLOBAL OPPORTUNITIES PCC  
LIMITED (as Security Trustee on behalf of the  
Noteholders)

The Broadgate Tower  
20 Primrose Street  
London  
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**THIS DEBENTURE** is made on 28 February 2020

**BETWEEN:**

- (1) **BRICK LIVE INTERNATIONAL LIMITED**, a company incorporated in England and Wales with registered number 10257756 and whose registered office is at 3 Park Court, Pyrford Road, West Byfleet, Surrey, England, KT14 6SD (the **Chargor**); and
- (2) **RIVERFORT GLOBAL OPPORTUNITIES PCC LIMITED**, a company incorporated in Gibraltar (company number 114213) whose principal office is at Suite 741C, Europort, Gibraltar GX11 1AA (as security trustee for the Secured Parties) including where the context admits its successors, transferees and assigns in relation to its interests, rights, entitlements and obligations in and under this Debenture (whether immediate or derivative) as this Debenture may be from time to time varied, amended, supplemented, substituted, novated or assigned (the **Security Trustee**).

**BACKGROUND**

- (A) The Noteholders have previously entered into the Loan Agreements and have agreed to make available to the Borrower certain credit facilities pursuant to the terms of the Loan Agreements.
- (B) The Chargor is a subsidiary of the Borrower and, in accordance with the terms of the Loan Agreements, the Chargor has previously entered into the Chargor Guarantee.
- (C) The Noteholders have entered into, on or before the date of this Debenture, a deed of variation to the Loan Agreements and a restatement of the Chargor Guarantee (the **Deed of Variation**).
- (D) It is a condition precedent of the Noteholders continuing to make the facilities governed by the Loan Agreements available that the Chargor enters into this Debenture.

**IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 Words and expressions have the following meanings unless the context otherwise requires:

**Act** the Law of Property Act 1925;

**Borrower** LIVE COMPANY GROUP PLC, a company incorporated in England and Wales (registered number 00630968) whose registered office is at 3 Park Court, Pyrford Road, West Byfleet, Surrey, England KT14 6SD;

**Charged Assets** all property and assets from time to time

	charged by or pursuant to this Debenture;
<b>Charged Shares</b>	all shares held by the Chargor in each of its subsidiaries together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by the Chargor;
<b>Chargor Guarantee</b>	means the guarantee entered into between the Chargor and the Noteholders on 13 December 2019;
<b>Collections Accounts</b>	means the bank accounts operated by the Chargor;
<b>Debtor</b>	any person who is liable (whether as principal debtor or as surety and whether actually or contingently) to discharge or pay a Receivable;
<b>Encumbrance</b>	a mortgage, charge, pledge, lien, hypothecation or other encumbrance or security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;
<b>Enforcement Event</b>	<p>(a) the Chargor fails to pay all or any of the Secured Liabilities when due following a demand for payment;</p> <p>(b) any step is taken (including the making of an application or the giving of any notice) by the Chargor or by any other person to wind up or dissolve the Chargor or to appoint an administrator, liquidator, trustee, manager or receiver, administrative receiver or similar officer of the Chargor or any part of its undertaking or assets; and/or</p> <p>(c) the making of a request by the Chargor for the appointment of a Receiver;</p>
<b>Finance Documents</b>	the Loan Agreements, the Deed of Variation, the Chargor Guarantee and this Debenture;

<b>Insurances</b>	any policies of insurance in which the Chargor has an interest from time to time;
<b>Intellectual Property</b>	any and all intellectual property rights including (but not limited to) know how, patents, trade marks, service marks, designs, business names, copyrights, confidential information, computer software and all other intellectual property rights existing throughout the world from time to time and any interest (including by way of licence) in any of the foregoing (in each case, whether registered or not and including all applications, extensions and renewals for the same);
<b>Investments</b>	shares, certificates of deposit, debentures and other investments as defined in part II of schedule II to the Financial Services and Markets Act 2000;
<b>Loan Agreements</b>	being together: <ul style="list-style-type: none"> <li>(a) a loan agreement dated 17 October 2018, as varied on or about 24 October 2018 and as further varied by supplemental deeds dated 8 May 2019 and 13 December 2019 in respect of a loan of £1,000,000 in aggregate (which was drawn down by the Principal Debtor in full on 17 October 2018) (the "<b>Amended Loan Agreement</b>"); and</li> <li>(b) a second loan agreement dated 13 December 2019 in respect of a further £1,000,000 loan facility to be made available to the Principal Debtor (the "<b>Further Loan Agreement</b>");</li> </ul>
<b>Noteholders</b>	means together: <ul style="list-style-type: none"> <li>(a) YA II PN, LTD., an exempted company incorporated in the Cayman Islands with limited liability and whose registered office is at PO Box 309, Ugland House, Grand Cayman KY1 1101; and</li> </ul>



- (b) RIVERFORT GLOBAL OPPORTUNITIES PCC LIMITED, a company incorporated in Gibraltar (company number 114213) whose principal office is at Suite 741C, Europort, Gibraltar GX11 1AA,

and their successors and assignees from time to time;

**Permitted Encumbrance**

- (i) liens and rights of set-off securing obligations which are not overdue beyond their standard payment dates, arising by operation of law in the ordinary and usual course of trading;
- (ii) any Encumbrance arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading;
- (iii) any Encumbrance granted in respect of any indebtedness under any facility granted to the Chargor or the Borrower by a bank or financial institution which is regularly engaged in purchasing, investing in or providing loans, security or other financial assets or support; or
- (iv) any Encumbrance granted in terms of the Finance Documents or with the prior written approval of the Security Trustee.

**Receivables**

- (i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Chargor from other persons or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages

and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and

(iii) all proceeds of any of the foregoing;

**Receiver**

any receiver, receiver and manager, administrator or administrative receiver appointed by the Security Trustee under this Debenture;

**Related Rights**

in relation to any Investments or Charged Shares, means all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise);

**Secured Obligations**

all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or in any other capacity whatsoever or as the equivalent obligor under the laws of any other jurisdiction) of the Chargor to the Secured Parties and to any of them under any of the Chargor Guarantee together with

a) all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under any of the Chargor Guarantee and this Debenture;

- b) any claim against the Chargor flowing from the recovery by the Chargor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise; and
- c) any amount which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings,

**provided** that no obligation or liability shall be included in this definition of **Secured Obligations** to the extent that, if it were so included, this Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 678 to 680 of the Companies Act 2006;

**Secured Parties**

means each of the Noteholders and including each or any of their successors, transferees and assigns in relation to its interests, rights, entitlements and obligations in and under the Finance Documents;

**Spot Rate of Exchange**

on a particular day, the spot rate of exchange of Barclays Bank plc, for the purchase of the relevant currency in the London foreign exchange market with Sterling at or about 10.00am (London time) on such day; and

**Taxes**

any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.2 In this Debenture a reference to:

- 1.2.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the date of this Debenture and any subordinate legislation made under the statutory provision before or after the date of this Debenture;

- 1.2.2 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.3 a party means a party to this agreement and any such reference, or a reference to the **Chargor**, the **Security Trustee** or any **Secured Party**, includes its permitted assignees and/or the successors in title to substantially the whole of its undertaking;
- 1.2.4 this Debenture includes its schedules;
- 1.2.5 a sub-clause in a clause, or to a paragraph in a schedule, are to a sub-clause of that clause or a paragraph of that schedule;
- 1.2.6 a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause or paragraph of, or schedule to, this agreement;
- 1.2.7 includes and including shall mean including without limitation;
- 1.2.8 this Debenture, any provision of this Debenture, this security, any Finance Document or any other document are to this Debenture, that provision, this security, such Finance Document or such other document as in force for the time being and as amended from time to time in accordance with the terms of this Debenture, that Finance Document or that other document or with the agreement of the relevant parties;
- 1.3 The contents table and headings in this agreement are for convenience only and do not affect its interpretation.
- 1.4 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.5 Section 61 of the Act shall govern the construction of this Debenture.
- 1.6 Statements referring to the Security Trustee's capacity as trustee for the Secured Parties are by way of clarification and explanation only and shall not prejudice the meaning of the **Security Trustee** elsewhere in this Debenture where such statements are not made and any statement referring to monies, obligations or liabilities owing to, or other rights, benefits or discretions granted or created hereunder to, or covenants, undertakings or any other agreements made in favour, of, the Security Trustee and/or the Secured Parties, as the case may be, are similarly by way of clarification and explanation only and shall not prejudice the meaning of **Secured Parties** elsewhere in this Debenture where such statements are not made.

- 1.7 The terms of the other Finance Documents, and of any side letters between the parties thereto in relation to any of such documents are incorporated in this Debenture to the extent required to ensure that any disposition of the Charged Assets contained in this Debenture is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.8 The Security Trustee shall hold the benefit of the covenants contained in this Debenture and all its rights and claims hereunder.
- 1.9 The obligations of any person being **enforceable** and **binding** shall be construed subject to the principle that equitable remedies are available at the discretion of the courts, the limitation on enforcement by laws relating to the insolvency, liquidation, administration and other laws affecting the rights of creditors, the time barring of claims, defences of set-off and counterclaim (save as expressly excluded in this Debenture) and that which the courts hold to be matters of public policy.
- 1.10 References to the **euro** shall be construed as a reference to the single currency of participating member states of the European Union.
- 1.11 **£** and **sterling** denotes lawful currency of the United Kingdom.

## 2 COVENANT TO PAY

The Chargor covenants with the Security Trustee that it will pay or discharge on demand the Secured Obligations when the same fall due. Any such amount not paid when due shall bear interest (as well after as before judgment and payable on demand) at a rate determined and calculated in accordance with clause 5 (*Interest*) of the Chargor Guarantee and shall be payable at the time and in the manner specified in that clause from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full.

## 3 FIXED AND FLOATING CHARGES

### 3.1 Fixed charges

As a continuing security for the payment of the Secured Obligations, the Chargor hereby, with full title guarantee, charges, and agrees to charge, in favour of the Security Trustee the following assets which are at any time owned by the Chargor or which it is from time to time interested:

- 3.1.1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to the Chargor, together with all buildings and fixtures (including trade fixtures) at any time thereon;
- 3.1.2 by way of first fixed charge all other interests (not being charged by clause 3.1.1) in any freehold or leasehold property vested in or charged

to the Chargor, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

- 3.1.3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
- 3.1.4 by way of first fixed charge all Investments, together with all Related Rights from time to time accruing thereto;
- 3.1.5 by way of first fixed charge all rights and interests of the Chargor in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Chargor or in which the Chargor is otherwise interested;
- 3.1.6 by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of the Chargor to repayment of any of the foregoing;
- 3.1.7 by way of first fixed charge all monies standing to the credit of the Chargor from time to time on any and all accounts with any bank, financial institution, or other person;
- 3.1.8 by way of first fixed charge all Intellectual Property;
- 3.1.9 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets;
- 3.1.10 to the extent not effectively assigned under clause 3.2 (*Assignment*), by way of first fixed charge all Receivables;
- 3.1.11 by way of first fixed charge all the goodwill and uncalled capital of the Chargor; and
- 3.1.12 by way of first fixed charge all the Charged Shares together with all the Related Rights from time to time accruing thereto.

### 3.2 Assignment

As a continuing security for the payment of the Secured Obligations, the Chargor hereby, with full title guarantee, assigns and agrees to assign absolutely in favour of the Security Trustee all the rights, title, interest and benefit of the Chargor in and to the Receivables.

### 3.3 Floating charge

As further continuing security for the payment of the Secured Obligations, the Chargor hereby charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of clause 3.1 (*Fixed Charges*), including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.

### 3.4 Qualifying floating charge

Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

### 3.5 Leasehold interests containing prohibition on charging

- 3.5.1 There shall be excluded from the charges created by clause 3.1 (*Fixed Charges*) (and the further assurance provisions set out in clause 5.1 (*Negative Pledge*)) any leasehold property held by the Chargor under a lease and any other property where the freehold is not owned where the terms of such lease or other arrangement either preclude absolutely the Chargor from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained.

### 3.6 Intellectual property interests containing prohibition on charging

- 3.6.1 There shall be excluded from the charges created by clause 3.1 (*Fixed Charges*) (and the further assurance provisions set out in clause 5.1 (*Negative Pledge*)) any Intellectual Property in which the Chargor has an interest pursuant to any licence or other agreement, the terms of which either preclude the Chargor from creating any security over its interest in such Intellectual Property, or require the consent of any third party prior to the creation of such charge and such consent shall not have been
- Conversion of floating charge

### 3.7 Conversion of floating charge

The Security Trustee may by written notice to the Chargor convert the floating charge created by this Debenture into a fixed charge as regards all or any of the Chargor's assets specified in the notice if:

- 3.7.1 an Enforcement Event has occurred and is continuing; or

3.7.2 the Security Trustee in its reasonable opinion considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

3.8 Automatic conversion of floating charge

The floating charge created by the Chargor under this Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 3.3 (*Floating Charge*) (a **Floating Charge Asset**) if the Chargor creates (or purports to create) an Encumbrance (other than a Permitted Encumbrance) on or over the relevant Floating Charge Asset without the prior consent in writing of the Security Trustee or if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset.

3.9 No waiver

The giving by the Security Trustee of a notice pursuant to clause 3.7 (*Conversion of floating charge*) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Trustee.

4 **CONTINUING SECURITY**

4.1 This Debenture shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Security Trustee may at any time hold for any of the Secured Obligations and this Debenture may be enforced against the Chargor without the Security Trustee or any other Secured Party first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it.

4.2 This Debenture shall remain in full force and effect as a continuing security until the Security Trustee shall have certified in writing that the Secured Obligations have been discharged in full.

5 **NEGATIVE PLEDGE**

The Chargor covenants with the Security Trustee that, during the continuance of the security created by this Debenture, it shall not without the prior written consent of the Security Trustee:

5.1 create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets; and



- 5.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets (other than in the ordinary course of trading or otherwise pursuant to a Permitted Encumbrance).

## 6 FURTHER ASSURANCE

- 6.1 The Chargor will, whenever requested by the Security Trustee and at its own expense, promptly execute such deeds or documents and take any action reasonably required by the Security Trustee to perfect and protect the security created (or intended to be created) by this Debenture or to facilitate the realisation thereof or otherwise to enforce the same or exercise any of the rights of the Security Trustee hereunder. In particular, but without limitation, the Chargor will:
- 6.1.1 execute a valid legal mortgage in such form as the Security Trustee shall reasonably require of any freehold or leasehold property now or in the future belonging to the Chargor which is not hereby effectively charged by way of legal mortgage;
  - 6.1.2 execute a legal assignment in such form as the Security Trustee may reasonably require over all or any of the Receivables and give notice of such assignment to the relevant Debtors;
  - 6.1.3 execute a valid fixed charge in such form as the Security Trustee may reasonably require over any asset the subject of the floating charge hereunder; and
  - 6.1.4 otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Trustee acting reasonably may think expedient.
- 6.2 Any security document required to be executed by the Chargor pursuant to clause 6.1 (*Further assurance*) will be prepared at the cost of the Chargor and will contain terms and conditions which are no more onerous than those contained herein.

## 7 REPRESENTATIONS AND WARRANTIES

- 7.1 The Chargor represents and warrants to the Security Trustee that:

7.1.1 Incorporation

it is a limited company duly organised, validly existing and registered under relevant laws of the jurisdiction in which it is incorporated and has the power and all necessary governmental and other consents, approvals, licences and authorities to own its property and assets and carry on its business;

7.1.2 Authority

it is empowered to enter into and perform its obligations contained in this Debenture and has taken all necessary action to authorise the execution, delivery and performance of this Debenture, to create the security to be constituted hereby and to observe and perform its obligations hereunder;

7.1.3 Obligations binding

subject to general principles of law and equity, this Debenture as executed and delivered constitutes and will constitute its legal, valid and binding obligations;

7.1.4 No contravention

neither the execution and delivery nor the performance of its obligations under and compliance with the provisions of this Debenture, nor the creation of the security constituted by it, does or will contravene, conflict with or breach any provisions of any law, regulation or statute to which it is subject, or any agreement, undertaking or other instrument in respect of, or binding on the Chargor or on any of its assets, or any provision of its memorandum and articles of association, or, as the case may be, other constitutional documentation;

7.1.5 Property

The Chargor has disclosed to the Security Trustee all freehold and leasehold properties beneficially owned by the Chargor as at the date of this Debenture;

7.1.6 Charged Shares

it is the legal and beneficial owner of the Charged Shares.

7.2 Matters represented

Each of the representations and warranties in clauses 7.1 (*Incorporation*) to 8.1.4 (*No contravention*) (inclusive) will be correct and complied with in all material respects at all times during the continuance of this security.

**8 COVENANTS OF THE CHARGOR**

The Chargor hereby covenants with the Security Trustee that it will:

8.1 Insurance

8.1.1 effect and maintain insurances at its own expense in respect of all its assets and business which:

8.1.1.1 provide cover against all risks which are normally and prudently insured against by other companies owning or possessing similar assets and carrying on similar businesses; and

8.1.1.2 be in such amounts as would in the circumstances be prudent for such companies;

8.1.2 promptly pay all premiums relating to its insurances;

8.1.3 not do or permit to be done or omit to do anything which may render any insurance void, voidable or unenforceable (in whole or in part) and will not vary, amend or terminate any insurance policy;

## 8.2 Maintenance

keep all buildings and erections forming part of the Charged Assets in a good state of repair, and keep all plant, machinery, fixtures, fittings and other effects for the time being owned by it in good working order and condition save where failure to do so does not have a material adverse effect on the Chargor's ability to meet its payment obligations under the Chargor Guarantee or hereunder;

## 8.3 Outgoings

duly and punctually pay all rates, rents, taxes, and other outgoings due by it in respect of the Charged Assets (or any of them);

## 8.4 Comply with statutes

in relation to the Charged Assets, comply with all obligations under any present or future statute, regulation, order and instrument or under any bye-laws, regulations or requirements of any competent authority or other approvals, licences or consents save where failure to do so does not have a material adverse effect on the Chargor's ability to meet its payment obligations under the Chargor Guarantee or hereunder as determined by the Security Trustee (acting reasonably);

## 8.5 Comply with covenants

observe and perform all covenants and stipulations from time to time affecting any part of the Charged Assets, or the manner of use or the enjoyment of the same and shall not, except with the prior written consent of the Security Trustee, enter into any onerous or restrictive obligations affecting any part thereof save where failure to do so does not have a material adverse effect on the Chargor's ability to

meet its payment obligations under the Chargor Guarantee or hereunder as determined by the Security Trustee (acting reasonably);

#### 8.6 Intellectual Property

8.6.1 observe and comply with all material obligations and laws to which it is subject in its capacity as registered proprietor, beneficial owner, user, licensor or licensee of its Intellectual Property or any part thereof save where failure to do so does not have a material adverse effect on the Chargor's ability to meet its payment obligations under the Chargor Guarantee or hereunder as determined by the Security Trustee (acting reasonably);

8.6.2 do all acts as are reasonably practicable to maintain, protect and safeguard its Intellectual Property and not discontinue the use of any of its Intellectual Property, nor allow it to be used in such a way that it is put at risk by becoming generic or by being identified as disreputable in any material way save where failure to do so does not have a material adverse effect on the Chargor's ability to meet its payment obligations under the Chargor Guarantee or hereunder as determined by the Security Trustee (acting reasonably);

#### 8.7 Property acquisitions

##### 8.7.1 Notification

notify the Security Trustee forthwith upon the acquisition by the Chargor of any freehold or leasehold property; and

##### 8.7.2 Security

on demand made to the Chargor by the Security Trustee, execute and deliver to the Security Trustee any legal mortgage or, in the case of property situated in Scotland, a standard security, in favour of the Security Trustee of any freehold or leasehold property which becomes vested in it after the date of this Debenture and all fixtures and fittings thereon to secure the payment or discharge of the Secured Obligations, such legal mortgage or standard security to be in such form as the Security Trustee may reasonably require. Any security document required to be executed by the Chargor pursuant to this sub-clause 8.7.2 will be prepared at the cost of the Chargor and will contain terms and conditions that are no more onerous than those contained herein. In the case of any leasehold property in relation to which the consent of the landlord in whom the reversion of that lease is vested is required in order for the Chargor to perform any of its obligations under this sub-clause 8.7.2, the Chargor shall not be required to perform that particular

obligation unless and until it has obtained the landlord's consent (which it shall use its reasonable endeavours to do); and

#### 8.8 The Land Registry

in respect of any freehold or leasehold land which it may hereafter acquire and which is registered land (or unregistered land subject to compulsory first registration), apply to the Chief Land Registrar for the registration of a Restriction against the registered titles in the following terms:

*"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge dated 200[●] in favour of [●<sup>1</sup>] (as security trustee)";*

### 9 **ENFORCEMENT OF SECURITY**

9.1 The security constituted by this Debenture shall become immediately enforceable upon the occurrence of an Enforcement Event which is continuing and the power of sale and other powers conferred by section 101 of the Act, as varied or amended by this Debenture, shall be immediately exercisable upon and at any time after the occurrence of any Enforcement Event which is continuing. After the security constituted by this Debenture has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of this security in such manner as it sees fit.

9.2 For the purposes of all powers implied by statute, the Secured Obligations shall be deemed to have become due and payable on the date of this Debenture and sections 93 and 103 of the Act shall not apply to this security. The statutory powers of leasing conferred on the Security Trustee shall be extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 of the Act.

### 10 **APPOINTMENT AND POWERS OF RECEIVER**

10.1 At any time after this security becomes enforceable, or if so requested by the Chargor by written notice at any time, the Security Trustee may:

10.1.1 without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income thereof; and/or

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<sup>1</sup> Insert Security Trustee's name.

- 10.1.2 appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Chargor.
- 10.2 The Security Trustee may remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.
- 10.3 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Charged Assets and/or the income thereof, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).
- 10.4 Any Receiver shall (in addition to the powers conferred by the Act and schedule 1 of the Insolvency Act 1986 or any other statute from time to time in force) have the following powers:
- 10.4.1 to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed;
  - 10.4.2 to manage the Charged Assets and the business of the Chargor;
  - 10.4.3 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
  - 10.4.4 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Chargor is concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;
  - 10.4.5 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe the restriction imposed by section 103 of the Act;
  - 10.4.6 to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor;

- 10.4.7 to take any such proceedings, in the name of the Chargor or otherwise, as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed, including proceedings for recovery of rent or other monies in arrears at the date of his appointment;
  - 10.4.8 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
  - 10.4.9 to insure, and renew any insurances in respect of, the Charged Assets as he shall think fit, or as the Security Trustee shall direct;
  - 10.4.10 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit, including, without prejudice to the generality of the foregoing power, to employ his partners and firm;
  - 10.4.11 to operate any rent review clause in respect of any property in respect of which he was appointed or any part thereof and to apply for any new or extended lease; and
  - 10.4.12 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of this security.
- 10.5 In making any sale or other disposal in the exercise of their respective powers, the Receiver or the Security Trustee may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including, without limitation, consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, shall *ipso facto* be and become charged with the payment of the Secured Obligations. Any contract for any such sale or other disposal by the Receiver or the Security Trustee may contain conditions excluding or restricting the personal liability of the Receiver and the Security Trustee.
- 10.6 Any Receiver appointed hereunder shall be the agent of the Chargor and (subject to the provisions of the Insolvency Act 1986) the Chargor shall be solely responsible for his acts and defaults and for his remuneration.
- 10.7 Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Trustee (or failing such agreement to be fixed by the Security Trustee).

- 10.8 Only monies actually paid by a Receiver to the Security Trustee in satisfaction or discharge of the Secured Obligations shall be capable of being applied by the Security Trustee in satisfaction thereof.
- 10.9 Neither the Security Trustee nor any Receiver shall be liable in respect of all or any part of the Charged 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 such loss or damage is caused by its or his gross negligence or wilful default.
- 10.10 Without prejudice to the generality of clause 10.8, entry into possession of the Charged Assets shall not render the Security Trustee or the Receiver liable to account as mortgagee in possession and if and whenever the Security Trustee enters into possession of the Charged Assets, it shall be entitled to any time at its discretion to go out of such possession.
- 10.11 All or any of the powers which are conferred by this Debenture on a Receiver may be exercised by the Security Trustee without first appointing a Receiver or notwithstanding the appointment of any Receiver.

## **11 APPLICATION OF PROCEEDS**

- 11.1 All monies received by the Security Trustee or any Receiver appointed under this Debenture shall (subject to the rights and claims of any person having a security ranking in priority to the security constituted by this Debenture) be applied in the following order:
- 11.1.1 in payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the payment of his remuneration;
  - 11.1.2 in payment and discharge of any liabilities incurred by the Receiver on the behalf of the Chargor in the exercise of any of the powers of the Receiver;
  - 11.1.3 in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of Section 109(8) of the Act;
  - 11.1.4 in or towards the satisfaction of the Secured Obligations; and
  - 11.1.5 any surplus shall be paid to the Chargor or other person entitled to it.
- 11.2 The provisions of clause 11.1 (*Application of proceeds*) shall take effect as and by way of variation and extension to the provisions of Section 109 of the Act, which provisions as so varied and extended shall be deemed incorporated in this Debenture.



## **12 POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably appoints the Security Trustee and every Receiver of the Charged Assets (or any part thereof) appointed hereunder and any person nominated for the purpose by the Security Trustee or any Receiver (in writing under hand signed by an officer of the Security Trustee or any Receiver) severally as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to sign or execute (using the company seal where appropriate) any deed, document, agreement and instrument required under the terms of this Debenture and, following the occurrence of an Enforcement Event and for as long as the same is continuing, to do all such acts or things as may be required by the Security Trustee or any Receiver hereunder or in the exercise of any of their powers, and The Chargor hereby covenants with the Security Trustee to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid.

## **13 PROTECTION OF THIRD PARTIES**

No purchaser from or other person dealing with the Security Trustee or with any Receiver shall be obliged or concerned to enquire whether the right of the Security Trustee to appoint a Receiver or the right of the Security Trustee or any Receiver to exercise any of the powers conferred by this Debenture in relation to the Charged Assets or any part thereof have arisen or become exercisable by the Security Trustee or by any such Receiver, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

## **14 NOTICE OF SUBSEQUENT ENCUMBRANCE**

If the Security Trustee receives notice (whether actual or otherwise) of any subsequent Encumbrance, other than a Permitted Encumbrance, affecting any part of the Charged Assets and/or the proceeds of sale thereof, it may open a new account or accounts for the Chargor in its books and if it does not do so then, as from the time of receipt of such notice by the Security Trustee, all payments made by the Chargor to the Security Trustee shall be treated as having been credited to the new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

## **15 CONSOLIDATION OF ACCOUNTS AND SET OFF**

15.1 The Security Trustee shall be entitled without notice to the Chargor (both before and after demand):

15.1.1 to combine or consolidate all or any sums of money now or hereafter standing to the credit of the then existing accounts (including each of the Collections Accounts) of the Chargor with the Security Trustee with the liabilities to the Security Trustee of the Chargor; and

- 15.1.2 to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts (including each of the Collections Accounts) in or towards satisfaction of any of the liabilities of the Chargor to the Security Trustee on any other account or in any other respect.

The liabilities referred to in this clause 15.1 (*Consolidation of accounts and set-off*) may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this clause 15.1 (*Consolidation of accounts and set-off*) may be denominated in any currency.

- 15.2 If the amounts concerned are expressed in a different currency then the Security Trustee may exercise all such rights and is authorised to effect any necessary conversions at the Spot Rate of Exchange.
- 15.3 If the relevant obligation or liability is unliquidated or unascertained the Security Trustee may set-off the amount it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

## 16 CURRENCY AND THE EURO

- 16.1 All monies received or held by the Security Trustee or any Receiver under this Debenture may be converted from their existing currency into such other currency as the Security Trustee considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Spot Rate of Exchange.
- 16.2 No payment to the Security Trustee (whether under any judgment or court order or in the liquidation or dissolution of the Chargor or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made, unless and until the Security Trustee shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Security Trustee shall have a further separate cause of action against the Chargor and shall be entitled to enforce the security constituted by this Debenture to recover the amount of the shortfall.
- 16.3 If Sterling is, or is to be replaced by the euro, the Security Trustee may notify the Chargor of any amendments to this Debenture which the Security Trustee considers necessary to reflect that replacement and to put the Security Trustee in the same position, so far as possible, that it would have been in if no such replacement had occurred. Upon such notification this Debenture shall be deemed to be amended in accordance with such notification.

## **17 APPROPRIATION AND SUSPENSE ACCOUNT**

- 17.1 Subject to clause 17.2, the Security Trustee may apply all payments received for the Secured Obligations to reduce any part of those liabilities as it thinks fit.
- 17.2 All monies received, recovered or realised by the Security Trustee under this Debenture may at the discretion of the Security Trustee be credited to any suspense account for so long as the Security Trustee determines (with interest accruing thereon at such rate, if any, as the Security Trustee may determine for the account of the Chargor) without the Security Trustee having any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Obligations.

## **18 PAYMENTS**

- 18.1 Subject to clause 18.2, all payments to be made by the Chargor in respect of this Debenture shall be made in immediately available funds to the credit of such account as the Security Trustee may designate. All such payments shall be made free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any Taxes.
- 18.2 If the Chargor is compelled by law to withhold or deduct any Taxes from any sum payable hereunder to the Security Trustee, the sum so payable by the Chargor shall be increased so as to result in the receipt by the Security Trustee of a net amount equal to the full amount expressed to be payable hereunder.

## **19 COSTS AND EXPENSES**

- 19.1 The Chargor shall reimburse the Security Trustee and any Receiver in respect of all reasonable expenses, including, without limitation, reasonable legal, valuation, accountancy and consultancy fees (and any value added or similar tax thereon) incurred by the Security Trustee in connection with:
- 19.1.1 the negotiation, preparation, execution and completion of this Debenture, or any of the documents referred to herein; and
- 19.1.2 any actual or proposed amendment or extension of, or any waiver or consent under, this Debenture.
- 19.2 The Chargor shall reimburse the Security Trustee and any Receiver for all costs and expenses, including, without limitation, legal fees (and any value added or similar tax thereon) incurred in connection with the enforcement or preservation of any of their respective rights under this Debenture, or any of the documents referred to herein.

19.3 The amounts payable under clauses 19.1 and 19.2 (*Costs and expenses*) shall carry interest at a rate determined and calculated in accordance with clause 5 of the Chargor Guarantee (payable at the time and in the manner specified in that clause (as well after as before any judgment) from the dates on which they were paid, incurred or charged by the Security Trustee or the Receiver (as the case may be) and shall form part of the Secured Obligations and accordingly be secured on the Charged Assets under the charges contained in this Debenture. All such interest shall be compounded at the end of such period or periods as the Security Trustee may select.

19.4 The Chargor shall pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this Debenture or any judgment given in connection therewith and shall indemnify the Security Trustee and the Receiver against any and all liabilities, including, without limitation, penalties with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar taxes or charges.

## 20 **ASSIGNMENT**

The Security Trustee may assign or transfer all or any part of its rights under this Debenture provided such assignment or transfer is conjunction with an assignment or transfer of all or part of a Loan Agreement in accordance with and subject to the provisions of the Loan Agreements.

## 21 **THIRD PARTY RIGHTS**

A person who is not a party to this Debenture shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Debenture. This clause does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to that Act.

## 22 **NOTICES**

The provisions of clause 23 (*Notices*) of the Further Loan Agreement shall be deemed to be incorporated into this Debenture, *mutatis mutandis*, as if the same were set out in full herein. Notices to the Chargor will be the same as for the notices to the Borrower.

## 23 **GENERAL**

23.1 A variation of this Debenture is valid only if it is in writing and signed by or on behalf of each party. Any breach of this Debenture may be waived before or after it occurs only if the Security Trustee so agrees in writing. A waiver given or consent granted by the Security Trustee under this Debenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

- 23.2 Any failure or delay by the Security Trustee or any other Secured Party in exercising a right or remedy provided by this Debenture or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise by the Security Trustee or any other Secured Party of a right or remedy provided by this agreement or by law prevents the further exercise of that (or any other) right or remedy by the Security Trustee or such other Secured Party.
- 23.3 The Security Trustee's and each other Secured Party's rights and remedies contained in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.
- 23.4 Each provision of this Debenture is severable and distinct from the others. If any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of this Debenture but (except to that extent or in those circumstances in the case of that provision) the validity, legality and enforceability of that and all other provisions of this Debenture shall not be affected or impaired and shall remain valid and enforceable.
- 23.5 If any provision of this Debenture is found to be illegal, invalid or unenforceable in accordance with clause 23.4 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 23.6 This Debenture may be executed in any number of counterparts each of which when executed and delivered is an original but all the counterparts together shall constitute the same document.

## 24 GOVERNING LAW

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

## 25 JURISDICTION

- 25.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "**Dispute**").
- 25.2 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.

**IN WITNESS** whereof the Chargor has duly executed this Debenture as a deed and it is hereby delivered on the day and year first before written



**Execution Pages**

**The Chargor**

**EXECUTED and DELIVERED**

)



**as a DEED for and on behalf of**

)

.....

**BRICK LIVE INTERNATIONAL LIMITED**

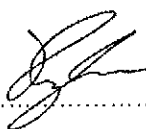
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**Director David Ciclitira**

)

**in the presence of:**

**Signature of witness:**



**Jon Gayton**

**Name of witness:**

.....

**Address of witness:**

**62 Wellesbourne Road, Coventry CV5 7HN**

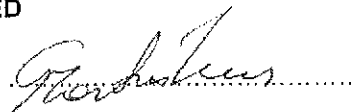
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**The Security Trustee**

SIGNED for and on behalf of

RIVERFORT GLOBAL OPPORTUNITIES PCC LIMITED

A handwritten signature in black ink, appearing to read 'Gytis Martinkus', is written over a horizontal dotted line.

Authorised Signatory Signature

Gytis Martinkus

Authority Signatory Name