

003667/20

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

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

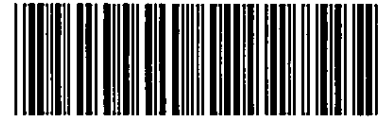
**What this form is for**  
You may use this form to register a charge created or evidenced by an instrument

**What this form is NOT for**  
You may not use this form to register a charge where there is no instrument Use form MR08

For further information, please refer to our guidance at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

TUESDAY



\*L5HW4OMX\*  
LD2 18/10/2016 #24  
COMPANIES HOUSE

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

### 1 Company details

Company number 0 9 1 7 8 0 6 0

Company name in full SONR NEWS LIMITED

For official use

→ Filing in this form  
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

### 2 Charge creation date

Charge creation date d 2 d 7 m 0 m 9 y 2 y 0 y 1 y 6

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

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

Name CANDY VENTURES SARL

Name

Name

Name

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

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

MR01

Particulars of a charge

<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
Brief description	Fixed charge over all land owned by the chargor and over all land which the chargor acquires in the future, fixed charge over all plant and machinery of the chargor (present and future), fixed charge over all intellectual property of the charger (present and future), for more details please refer to the instrument	
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement</b> <sup>1</sup> You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here	
Signature	Signature X P.R. Lamb X	
	This form must be signed by a person with an interest in the charge	

# MRO1

## Particulars of a charge

### Presenter information

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

Contact name

Company name **BIRCHAM DYSON BELL LLP**

Address **50 BROADWAY**

**WESTMINSTER**

Post town **LONDON**

County/Region

Postcode **S W 1 H O B L**

Country **UNITED KINGDOM**

DX **2317 VICTORIA**

Telephone **02072277000**

### Certificate

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

### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

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

### Important information

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

### How to pay

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

Make cheques or postal orders payable to 'Companies House'

### Where to send

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

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

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

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

### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

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



**FILE COPY**

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

Company number: 9178060

Charge code: 0917 8060 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2016 and created by SONR NEWS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th October 2016

*Qp*

Given at Companies House, Cardiff on 26th October 2016



**Companies House**



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

DATED

27 September

2016

(1) SONR NEWS LIMITED

and

(2) CANDY VENTURES SARL

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DEBENTURE

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We certify that is a true copy of the original

Name P.R. Lamb Date 18.10.16  
BIRCHAM DYSON BELL LLP  
Solicitors  
50 Broadway  
London  
SW1H 0BL ✓

THIS DEBENTURE is made the 27 day of September 2016

**BETWEEN**

- (1) **SONR NEWS LIMITED** (Incorporated and registered in England and Wales with company number 09178060) the registered office of which is at 402 Clerkenwell Workshops, 27-31 Clerkenwell Close, London EC1R 0AT ("the Borrower"); and
- (2) **CANDY VENTURES SARL** (Incorporated in Luxembourg under Borrower number B192580) the registered office of which is at 5 rue Heinenhaff, L-1736 Senningerberg, Luxembourg ("the Lender").

**NOW THIS DEED WITNESSES** as follows.

**1. Definitions and interpretation**

**1.1** In this Deed, unless the context requires otherwise

<b>Administrator</b>	means an administrator appointed under the Insolvency Act 1986,
<b>Borrower Obligations</b>	all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Instrument or this deed, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities,
<b>Charged Assets</b>	means the undertaking, property, rights and assets charged under clause 2 below,
<b>Default Rate</b>	means 5% per year over the base rate of the Bank of England from time to time;
<b>Event of Default</b>	has the meaning given to that expression in the Instrument;
<b>Instrument</b>	the loan note instrument dated on or around the date of this Deed constituting the Notes,
<b>Notes</b>	£56,000 nominal value 15 per convertible secured loan notes 2016 to be constituted by the Borrower and subscribed by the Lender pursuant to the Instrument;
<b>Receiver</b>	has the meaning given to it in clause 9 below and shall include any substituted receiver(s) and manager(s);
<b>Securities</b>	means the property referred to in clause 2.1.3 below.

**1.2** Terms defined in the Companies Act 2006 (as appropriate) have the same meanings

**1.3** Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time amended extended or re-enacted or consolidated; and all statutory instruments or orders made pursuant to it

**1.4** Words denoting the singular shall include the plural and vice versa

1 5 Words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa

1 6 Clause headings do not form part of this Deed are for convenience only and shall not be taken into account in its construction or interpretation.

## 2. Charge

2.1 The Borrower covenants to discharge the Borrower's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Lender:

2 1 1 by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Borrower;

2 1 2 by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Borrower except the property charged by clause 2 1 1,

2 1 3 all stocks, shares, bonds and securities of any kind whether marketable or otherwise and all other interests including (but not limited to) loan capital held or owned by the Borrower both present and future in any company, firm, consortium or entity including all allotments, accretions, offices, rights, benefits and advantages at any time accruing offered or arising in respect of or incidental to such stocks, shares, bonds and securities and all stocks, shares, rights, money or property accruing to them or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect of them (the 'Securities'),

2 1 4 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Borrower;

2 1 5 by way of fixed charge all plant and machinery of the Borrower present and future and all associated warranties and maintenance contracts,

2 1 6 by way of fixed charge all rents receivable from any lease granted out of any freehold or leasehold property of the Borrower;

2 1 7 by way of fixed charge all the goodwill of the Borrower present and future;

2 1 8 by way of fixed charge all the uncalled capital of the Borrower present and future,

2.1 9 by way of fixed charge all stocks shares and other securities held by the Borrower from time to time in any subsidiary and all income and rights derived from or attaching to the same,

2.1 10 by way of fixed charge all Intellectual Property Rights chose in action licences and claims of the Borrower present and future and the insurance policies and proceeds of any insurance from time to time affecting the Charged Assets. "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names;

2 1 11 by way of floating charge all the undertaking and all property assets (including for the avoidance of doubt all book debts and other debts now and from time to time due or owing to the Borrower) and rights of the Borrower present and future not subject to a fixed charge under this Deed or any other security present or future held by the Lender

## 3. Restrictions

3 1 The Borrower covenants that it will not (without the prior consent in writing of the Lender):

- 3.1.1 create or attempt to create or permit to subsist any mortgage debenture charge or pledge or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect all or any part of the Charged Assets, or
  - 3.1.2 part with possession or transfer, sell, lease or otherwise dispose of all or any of the Charged Assets or attempt or agree so to do (save for sale at market value for the purpose of carrying on its business), or
  - 3.1.3 deal with the Borrower's book debts and other debts otherwise than by collecting them in the ordinary course of trading
- 3.2 Notwithstanding anything contained in this Deed, if the Borrower charges, pledges or otherwise encumbers any of the Charge Assets contrary to clause 3.1 above, or attempts to do so without the prior consent in writing of the Lender, or if any creditor or other person attempts to bring any distress, execution, sequestration or other process against any of the Charged Assets, the floating charge created by this Deed over the Charged Assets shall automatically without notice operate as a fixed charge instantly on such event occurring
- 3.3 During the continuance of this Deed the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Borrower in relation to all or any part of the Charged Assets, nor shall the Borrower part with possession of all or any part of the Charged Assets, nor confer any licence, right or interest to occupy, nor grant any licence or permission to assign, underlet or part with possession of all or any part of the Charged Assets, nor agree, suffer or permit any variation or addition to the terms of any lease, tenancy or licence without in every such case obtaining the prior consent in writing of the Lender

#### **4. Registration at the Land Registry**

- 4.1 The Borrower hereby applies to the Registrar for a restriction to be entered on the register of title of all registered land now or in the future owned by the Borrower in standard form P in Schedule 4 of the Land Registration Rules 2003, namely

'No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being dated (*date*) in favour of (*chargee under this debenture*) referred to in the charges register (or) his conveyancer or, if appropriate, signed on such proprietor's behalf by its conveyancer'

#### **5. Enforcement of Security**

- 5.1 The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.
- 5.2 After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, 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 Secured Assets

#### **6. Covenants by the Borrower**

- 6.1 The Borrower covenants with the Lender that during the continuance of this security the Borrower will at all times and as applicable immediately.
- 6.1.1 notify the Lender by email and confirm in writing of the occurrence of any event which constitutes an Event of Default;
  - 6.1.2 conduct and carry on its business in a proper efficient and business-like manner;



6 1 3 at its own expense maintain such insurance policies containing provisions for the protection of the Borrower's business as are normally maintained by prudent companies carrying on similar businesses and duly pay all premiums and other money necessary for effecting and keeping up such insurances;

6 1 4 punctually indemnify the Lender and any Receiver against all existing and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings (whether imposed by agreement, statute or otherwise and whether in the nature of capital or revenue and even if wholly novel) now or at any time during the continuance of this Deed payable in respect of all or any of the Charged Assets or by the owner or occupier of the Charged Assets where any such sums shall be paid by the Lender or by any Receiver following enforcement of the security constituted by this Deed.

**7. Further security**

7 1 The Borrower shall on request by the Lender at any time after the occurrence of an Event of Default execute such legal or other mortgages or assignments in favour of the Lender as the Lender shall from time to time require over all or any of the Charged Assets both present and future to secure all money, obligations and liabilities covenanted under this Deed to be paid or otherwise secured by this Deed, such mortgages, charges or assignments to be prepared by or on behalf of the Lender at the cost of the Borrower, and to contain an immediate power of sale without notice, a clause excluding the Law of Property Act 1925 Section 93 and the restrictions contained in Section 103 of that Act and such other clauses for the benefit of the Lender as the Lender may reasonably require

**8. Powers of the Lender**

8 1 At any time after the Lender shall have legitimately demanded payment of any money or the discharge of any obligation or liability secured by this Deed or if requested by the Borrower the Lender may exercise without further notice (and without the restrictions contained in the Law of Property Act 1925 Section 103) and whether or not it shall have appointed a Receiver all the powers conferred on mortgagees by that Act as varied or extended by this Deed and all the powers and discretions conferred by this Deed either expressly or by reference to a Receiver appointed under this Deed

8 2 The statutory powers of leasing conferred on the Lender shall be extended so as to authorise the Lender to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Lender shall consider expedient and without the need to observe any of the provisions of the Law of Property Act 1925 Sections 99 and 100

8 3 All money received by the Lender or by any Receiver in the exercise of any powers conferred by this Deed shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the claims of the Lender, in or towards satisfaction of such of the obligations and liabilities secured by this Deed and in such order as the Lender in its absolute discretion may from time to time conclusively determine (save that the Lender may credit the money to a suspense account for so long and in such manner as the Lender may from time to time determine) The Receiver may retain any amount for such period as he considers expedient before so applying it.

8 4 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or a Receiver to exercise any of the powers conferred by this Deed has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers

8 5 The Borrower covenants with the Lender on demand to pay all costs, charges and expenses incurred by the Lender or which it or he shall properly and reasonably incur in or about the enforcement of this security

**9. Administrators and Receivers**

**9.1 Subject as provided below, if**

**9.1.1 the Lender has legitimately demanded payment of any money or discharge of any obligation secured by this Deed, or**

**9.1.2 the Borrower so requests in writing at any time and at any time thereafter,**

**the Lender may appoint any one or more persons to be a receiver of all or any part of the Charged Assets ('Receiver'), and/or may appoint any one or more persons to be administrators of the Borrower under paragraph 14 of Schedule B1 to the Insolvency Act 1986. So far as allowed by law, any restrictions on the right of a mortgagee to appoint a receiver shall not apply to this Deed.**

**9.2 Any appointment under clause 9.1.2 above may be by deed, under seal or in writing under the hand of any officer or trustee of the Lender**

**9.3 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986 except with the leave of the court**

**9.4 The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) of the Borrower if the Lender is prohibited from so doing by Section 72A of that Act**

**9.5 The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated**

**9.6 The Lender may (acting reasonably) fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Law of Property Act 1925) will not apply**

**9.7 A Receiver will be deemed to be the agent of the Borrower for all purposes. The Borrower is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver**

**9.8 The Lender will not incur any liability to the Borrower by reason of the appointment of a Receiver or administrator**

**9.9 A Receiver has all the rights, powers and discretions set out below in this clause in addition to those conferred on it by any law. Any Receiver shall have the powers set out in Schedule 1 to the Insolvency Act 1986 (limited, in the case of a receiver who is not an administrative receiver, to the exercise of such powers in connection with the Charged Assets over which he is appointed, or for the purpose of dealing with such Charged Assets)**

**9.10 If there is more than one Receiver holding office at the same time, they may act separately or jointly at their discretion, subject to any requirements set out in the documents appointing them**

**9.11 Fixtures may be severed and sold separately from the property containing them without the consent of the Borrower**

**9.12 A Receiver may let any Charged Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender)**

**9.13 A Receiver may delegate his powers to any person**

- 9.14 A Receiver may lend money or advance credit to any person having dealings with him or the Borrower
- 9.15 A Receiver, in each case as he thinks fit, may.
- 9.15.1 effect any repair or insurance and do any other act which the Borrower might do in the ordinary conduct of its business to protect or improve any Charged Asset,
- 9.15.2 commence and/or complete any building operation, and
- 9.15.3 apply for and maintain any planning permission, building regulation approval or any other authorisation,

**10. Power of attorney**

- 10.1 The Borrower by way of security irrevocably appoints the Lender and separately any Receiver jointly and severally to be its attorney, in its name and on its behalf and as its act and deed or otherwise to execute and complete in favour of the Lender or its nominees or of any purchaser any documents which the attorney may require for perfecting its title to or for vesting the Charged Assets, both present and future, in the Lender or its nominees or in any purchaser, and to do all such acts and things as may be required for the full exercise of all or any of the powers conferred by this Deed, or which may be deemed expedient by the attorney on or in connection with any sale, lease, disposition, realisation or getting in by the Lender or any such Receiver of all or any part of the Charged Assets, or in connection with any other exercise of any power under this Deed. The Borrower covenants with the Lender and separately with any Receiver that on request it will ratify and confirm all security, agreements, documents, acts and things and all transactions entered into by the Lender or such Receiver in the exercise of its or his powers, and the Borrower irrevocably acknowledges and agrees that such power of attorney is inter alia given to secure the performance of the obligations owed to the Lender and any such Receiver by the Borrower

**11. Miscellaneous**

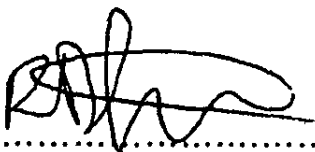
- 11.1 No failure or delay by the Lender in exercising any right or remedy shall operate as a waiver nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy
- 11.1.1 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired
- 11.2 The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.
- 11.3 The Borrower certifies that neither the execution of this Deed nor the creation of the charges contained in this Deed contravenes any of the provisions of the memorandum and articles of association of the Borrower
- 11.4 Any demand for payment, and any other notice to be given by the Lender under this Deed, shall be in writing and signed by the Lender, and may be made or given at any place of business of the Borrower or at its registered office:
- 11.4.1 by delivering it to any such place, or
- 11.4.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10.00 am on the second business day after posting, and proof of posting shall be proof of delivery); or

according to agreement or in the absence of agreement monthly on such days as the Lender may select.

- 11.6 References to the "Charged Asset" include any part of it.
- 11.7 References to freehold and leasehold property include all covenants and rights affecting or concerning the same.
- 11.8 References to a 'business day' are to a day other than a Saturday, Sunday or public holiday in England when the banks in London are open for business.
- 11.9 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**IN WITNESS WHEREOF** this document is executed as a deed and is delivered on the date stated above.

**EXECUTED** as a **DEED**  
on behalf of  
**SONR NEWS LIMITED**  
acting by

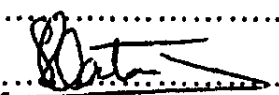
Director ..... 

In the presence of

Name...SABINE...CHATARD.

Address...10...VALLINGS...PLACE

.....SURBITON.. KT6.5AZ

.....  
Signature..... 

Executed as a deed by )  
**CANDY VENTURES SARL** acting by )  
Eduard Simovici, a director )  
and Francois Petit, a )  
director )

Director  

Director