



Registration of a Charge

Company name: **AUDIO NETWORK LIMITED**
Company number: **04257337**



X864MFRN

Received for Electronic Filing: **24/05/2019**

Details of Charge

Date of creation: **17/05/2019**
Charge code: **0425 7337 0005**
Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**
Brief description: **VARIOUS INTELLECTUAL PROPERTY HELD IN THE NAME OF AUDIO NETWORK LIMITED INCLUDING: "AUDIO NETWORK & DEVICES" (SERIES OF 3) BEARING UK REGISTRATION NO. 3206323. PLEASE REFER TO PART III OF THE SECURITY INSTRUMENT FOR ADDITIONAL DETAILS AND LISTINGS.**
Contains fixed charge(s).
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:

KAREN GALLAGHER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4257337

Charge code: 0425 7337 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th May 2019 and created by AUDIO NETWORK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2019 .

Given at Companies House, Cardiff on 28th May 2019

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

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

Signature: [Handwritten Signature]
Name: KAREN GALLAGHER
Title: SOLICITOR
Date: 23/05/19

Execution Version

Accession Document

THIS DEED is made on 17 May 2019

BETWEEN:

- (1) **AUDIO NETWORK LIMITED** (registered number 04257337) with its registered office at School Farm Studios, Gestingthorpe Road, Little Maplestead, Halstead, Essex CO9 2SN;
- (2) **AUDIO NETWORK MUSIC RIGHTS LTD** (registered number 09288356) with its registered office at The Johnson Building 77 Hatton Garden, 3rd Floor, London EC1N 8JS;
- (3) **TRAX 54 LIMITED** (registered number 09288295) with its registered office at The Johnson Building 77 Hatton Garden, 3rd Floor, London EC1N 8JS;
(each an “Additional Chargor” and, together, the “Additional Chargors”);
- (4) **ENTERTAINMENT ONE UK HOLDINGS LIMITED** for itself and as agent for each of the other Chargors under and as defined in the Debenture (the “Obligor’s Agent”);
- (5) **ENTERTAINMENT ONE LTD**, a corporation incorporated under the laws of Canada with its registered office at 134 Peter St, Suite 700, Toronto Ontario, M5V 2H2 Canada (the “Company”); and
- (6) **WILMINGTON TRUST (LONDON) LIMITED** for itself and as security trustee for the Secured Parties under and as defined in the Debenture (the “Security Agent”).

We refer to a debenture dated 11 December 2015 and made between Entertainment One UK Holdings Limited, Entertainment One UK Limited, Entertainment One Overseas Holdings Limited, Alliance Films (UK) Limited, Alliance Films (UK) Dark Skies Limited and Alliance Films (UK) Development Limited as Original Chargors and Wilmington Trust (London) Limited as security trustee for the Secured Parties (each such defined term as defined in the Debenture) (the “Security Agent”) (as supplemented from time to time including by the supplemental deed dated 21 December 2018 and the supplemental deed dated 18 April 2019 each between the Supplemental Chargors (as defined therein) and the Security Agent, the “Debenture”).

IT IS AGREED as follows:

1. **INTERPRETATION**

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Secured Debt Document.

2. **ACCESSION**

With effect from the date of this Deed, each Additional Chargor:

- (a) will become a party to the Debenture as a Chargor; and

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- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

3. SECURITY

- (a) Paragraphs (b) to (e) inclusive below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.
- (b) Each Additional Chargor mortgages, charges, assigns or agrees to assign by way of security to the Security Agent all its rights, title and interest in and to its assets, including the assets specified in the Schedule to this Deed, in accordance with Clause 3 (*Grant of Security*) of the Debenture.
- (c) All Transaction Security:
 - (i) is created in favour of the Security Agent for itself and on behalf of each of the other Secured Parties;
 - (ii) is created over the present and future assets of each Additional Chargor; and
 - (iii) is a continuing security for the payment, discharge and performance of all of the Secured Obligations and will extend to the ultimate balance of all sums payable under the Secured Debt Documents regardless of any intermediate discharge in whole or in part.
- (d) The Security Agent holds the benefit of this Deed for itself and on trust for the Secured Parties.
- (e) The fact that the details of any assets in the Schedule to this Deed are incorrect or incomplete shall not affect the validity or enforceability of this Deed or the Security Agreement in respect of the assets of any Additional Chargor.

4. MISCELLANEOUS

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Transaction Security created on this accession will be created on the date of this Deed);
- (b) any reference in the Debenture to “this Debenture” and similar phrases will include this Deed and all references in the Debenture to any relevant schedule to the Debenture (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it); and
- (c) Entertainment One UK Holdings Limited, for itself and as agent for the Chargors under the Debenture, agrees to all matters provided for in this Deed.

5. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by, and interpreted in accordance with, English law.

THIS DEED has been signed on behalf of the Security Agent and executed as a deed by each of the other parties hereto and is delivered on the date stated above.

SCHEDULE TO THE ACCESSION DOCUMENT

Charged Assets

Part I

Details of Real Property

Part A

Registered Land

(Freehold and/or leasehold property (if any) in England and Wales of which the Chargor is registered as the proprietor at H.M. Land Registry)

Chargor	County and district/London borough	Description of property	Parties to Lease	Initial Rent	Title Number
Presently none					

Part B

Unregistered Land

(Freehold and/or leasehold property (if any) in England and Wales title to which is not registered at H.M. Land Registry and of which the Chargor is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:

Chargor	Description	Date	Document	Parties
Presently none				

Part II
Details of Other Accounts

Chargor	Details of bank (Name, address)	Sort code	Currency of Account	Account number
Audio Network Limited	REDACTED	REDACTED	GBP	REDACTED
Trax 54 Limited	REDACTED	REDACTED	GBP	REDACTED
Audio Network Music Rights Ltd	REDACTED	REDACTED	GBP	REDACTED

Part III
Details of Intellectual Property

Part A

Registered trademarks and applications

Mark	Office	Class	Registration No.	Effective Date	Owner
AUDIO NETWORK & Devices (series of 3)	United Kingdom	9, 41, 42	3206323	12/01/2017	Audio Network Limited
AUDIO NETWORK & Device	WIPO	9, 41, 42	IR1365211	12/01/2017	Audio Network Limited
AUDIO NETWORK & Device	Australia (WIPO designation)	9, 41, 42	IR1365211 1873042 (AU)	12/01/2017	Audio Network Limited
AUDIO NETWORK & Device	EUTM	9, 41, 42	IR1365211 W1365211 (EUTM)	12/01/2017	Audio Network Limited
AUDIO NETWORK & Device	Japan	9, 41, 42	IR1365211	12/01/2017	Audio Network Limited
AUDIO NETWORK & Device	United States of America	9, 41, 42	IR1365211 5516151 (US)	12/01/2017	Audio Network Limited
AUDIO NETWORK & Device	United Kingdom	9, 41, 42	2596179	28/09/2011	Audio Network PLC
AUDIO NETWORK & Device	EUTM	9, 41, 42	010368661	25/10/2011	Audio Network PLC

Part B

Domain names

Name	Status
audionetwork.com	active globally
audionetwork.com.au	temporary active for AU email
audionetwork.co.uk	not active
audionetwork.se	not active
audionetwork.mx	not active
audionetwork.gr	not active
audionetwork.hk	not active
audionetworkmusik.de	not active
audionetwork.co.za	not active
audionetwork.dk	not active
audionetwork.jp	not active
audionetwork.pt	not active
audiollicence.com	not active
audiollicence.net	not active
audiollicence.org	not active
audiolicense.com	not active
audiolicense.net	not active
audiolicense.org	not active
audionlicence.xyz	not active
audionetworkplc.com	not active
anw staging.com	not active
trax54.com	not active

PART IV
Details of Shares

Chargor	Details of company in which shares are held	Number of issued shares	Share certificate number(s)	Description of issued shares (par value etc.)
Audio Network Limited	Audio Network Music Rights Limited (09288356)	100	2	100 ordinary shares of £1.00 each
Audio Network Limited	Trax 54 Limited (09288295)	100	2	100 ordinary shares of £1.00 each

Part V
Details of Investments

Chargor	Name of issuer/Credit Party/ company	Description of investments	Certificated - Yes/No	Document evidencing or indicating title
Presently none				

Part VI
Details of Insurance Policies

Chargor	Insurer (name, address)	Policy number	Brief description of policy and insured risks	Cover limit	Retention/Deductible	Expiry date
Audio Network Limited	Hiscox Insurance	HU PI6 9472998 (18)	Cyber Insurance	1,000,000 GBP	7,500 GBP	15-Dec-18
Audio Network Limited	Beazley	B0180PA1830 603	Death in Service	500,000 GBP	None	30-Apr-19
Audio Network Limited	Hiscox Insurance Underwriting	PL-PSC10001646 789/00	D and O	1,000,000 GBP	50,000 USD 125,000 USD for Security, Oppressive Conduct and Canada Pollution Claims)	6 year run off period started 19-Apr-19
Audio Network Limited	Am Trust Underwriting	WBT 32232 2018	Global Travel Insurance	Various	Various	19-Nov-19
Audio Network Limited	Zurich Insurance	ZF103974/110 6V6	Employers' Liability and Public Products Liability	10,000,000 GBP	250 GBP	19-Nov-19
Audio Network Limited	Zurich Insurance	ZF103974/110 6V6	Hired In Equipment	5,000 GBP	250 GBP	19-Nov-19
Audio Network Limited	Zurich Insurance	ZF103974	Terrorism	1,117,050 GBP	None	19-Nov-19
Trax 54 Limited	Hiscox Insurance	HU TMT 2333550.18	Professional Indemnity	3,000,000 USD	50,000 USD	19-Nov-19

Part VII
Details of Distribution Agreements

Chargor	Counterparty	Date	Description
Presently none			

SIGNATORIES TO THE DEED OF ACCESSION

The Additional Chargors

Executed as a deed by
AUDIO NETWORK LIMITED
acting by

E.A. PARRY

(PRINT NAME)

} **REDACTED**

Director

in the presence of:

Name:

E. MANGAN

(BLOCK CAPITALS)

REDACTED

(SIGNATURE OF WITNESS)

Address:

10 W LARREN STREET

LONDON

W1T 6AL

Occupation:

COMPLY SECRETARY

The Additional Chargors cont'd

Executed as a deed by
**AUDIO NETWORK MUSIC RIGHTS
LTD**
acting by

E.D. PARRY
(PRINT NAME)

in the presence of:

Name: EL MANSOUR
(BLOCK CAPITALS)

Address: 110 45 WARREN STREET
LONDON
W1T 6AG

Occupation: COMMERCE

} **REDACTED**
.....

Director
REDACTED
.....

.....
(SIGNATURE OF WITNESS)

The Additional Chargors cont'd

Executed as a deed by
TRAX 54 LIMITED
acting by

E.D. PARRY
(PRINT NAME)

} **REDACTED**
.....
Director

in the presence of:

Name: EL MANICAN
(BLOCK CAPITALS)

.....
(SIGNATURE OF WITNESS)

Address: 40 ST MARKS STREET
LONDON
W1T 6AG

Occupation: COMPANY SECRETARY

The Obligors' Agent

Executed as a deed by
**ENTERTAINMENT ONE UK
HOLDINGS LIMITED**
acting by

E.A. PARRY

(PRINT NAME)

REDACTED

Director

REDACTED

in the presence of:

Name:

EL MANGANI

(BLOCK CAPITALS)

(SIGNATURE OF WITNESS)

Address:

110 45 WALKER STREET

LONDON

W1T 6AL

Occupation:

COMPANY SECRETARY

The Company

Executed as a deed by
ENTERTAINMENT ONE LTD
acting by

JOE SPAGNIO

(PRINT NAME)

REDACTED

Director

REDACTED

in the presence of:

Name: EL MANKA
(BLOCK CAPITALS)

(SIGNATURE OF WITNESS)

Address: 405 UAKEN STREET
LONDON
U1T 6A6

Occupation: COMPANY SECRETARY

The Security Agent

REDACTED

Executed by
**WILMINGTON TRUST (LONDON)
LIMITED**, the Security Agent (as security
trustee for the Secured Parties) acting by

Keith Reader
Authorised Signatory

(PRINT NAME)

.....
Authorised Signatory