



Registration of a Charge

Company Name: **HAMMER FILMS LEGACY LIMITED**

Company Number: **00464538**



XC9VG4SZ

Received for filing in Electronic Format on the: **14/08/2023**

Details of Charge

Date of creation: **10/08/2023**

Charge code: **0046 4538 0017**

Persons entitled: **JOHN GORE LIMITED**

Brief description: **INTELLECTUAL PROPERTY RIGHTS IN 'HAMMER' UNDER APPLICATION NUMBER UK00900631424 WITH DATE OF RENEWAL BEING 12/09/2027, INTELLECTUAL PROPERTY RIGHTS IN 'HAMMER HORROR' UNDER APPLICATION NUMBER UK00002002029 WITH DATE OF RENEWAL BEING 16/11/2024 AND INTELLECTUAL PROPERTY RIGHTS IN 'HOUSE OF HORROR' UNDER APPLICATION NUMBER UK00002388365 WITH DATE OF RENEWAL BEING 01/04/2025, WITH FURTHER INTELLECTUAL PROPERTY RIGHTS AS SPECIFIED IN THE SCHEDULE TO THE INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 464538

Charge code: 0046 4538 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2023 and created by HAMMER FILMS LEGACY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2023 .

Given at Companies House, Cardiff on 14th August 2023

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**

EVERSHEDS
SUTHERLAND

**Eversheds Sutherland
(International) LLP**
Two New Bailey
6 Stanley Street
Salford
M3 5GX
United Kingdom

T: +44 20 7497 9797
F: +44 20 7919 4919
DX 14344 Manchester

eversheds-sutherland.com

Dated: 10 August 2023

(1) HAMMER FILMS LEGACY LIMITED as New Chargor

(2) JOHN GORE LIMITED as Lender

Deed of Accession

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

Eversheds Sutherland (International) LLP

Date: 11 August 2023

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

This Deed is made on 10 August 2023 between:

- (1) **HAMMER FILMS LEGACY LIMITED**, a company incorporated in England and Wales with company number 00464538 (the "**New Chargor**"); and
- (2) **JOHN GORE LIMITED**, a company incorporated in England and Wales with company number 02401706 whose registered office is located at 2 The Maltings, Portcullis Lane, Ludlow, England, SY8 1PZ (the "**Lender**")

1. **INTERPRETATION**

1.1 In this Deed:

"**Debenture**" means a debenture dated 7 August 2023 made between, amongst others, the Parent and the Lender.

1.2 Unless a contrary indication appears:

1.2.1 terms defined in the Debenture will have the same meaning in this Deed; and

1.2.2 the principles of construction in clause 1.2 (*Construction*) of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.

1.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. **ACCESSION**

2.1 **Agreement to accede**

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

2.2 **Effect of accession**

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

3. **SECURITY**

3.1 **Grant of Security**

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

3.2 **Mortgage**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor charges by way of first legal mortgage:

3.2.1 all its Real Property listed in Part I of the schedule to this Deed; and

3.2.2 all its other Real Property (if any) as at the date of this Deed.

3.3 **Fixed charges**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor charges by way of first fixed charge:

3.3.1 all its Specified Shares listed in Part II of the schedule to this Deed; and

3.3.2 all its accounts, including any listed in Part III of the schedule to this Deed, maintained with the Lender and all monies (including interest) at any time standing to the credit of each such account.

3.4 **Assignment**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor assigns by way of security to the Lender:

3.4.1 each of its Insurances, including any listed in Part IV of the schedule to this Deed;

3.4.2 all its Specified Material Contracts listed in Part V of the schedule to this Deed;

3.4.3 all its Specified Material IPR listed in Part VI of the schedule to this Deed; and

3.4.4 all its accounts, including any listed in Part III of the schedule to this Deed, maintained with any bank, financial institution or other person (other than the Lender) and all monies (including interest) at any time standing to the credit of such account.

3.5 **Real Property Restriction**

The New Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"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 of the charge dated [DATE] in favour of [Lender] as Lender referred to in the charges register, or its conveyancer."

together with, where applicable, notice of any obligation on the Lender to make further advances under the terms of the Finance Documents. The New Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

3.6 **No avoidance of Security**

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

4. **COUNTERPARTS**

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

5. **GOVERNING LAW**

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

6. **JURISDICTION**

- 6.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 6.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.
- 6.3 Clause 6.1 is for the benefit of the Lender only. As a result, the Lender will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE**Details of Charged Property****Part I
Real Property****Registered Land**

Name of Chargor	Address/description of the Real Property	Title Number
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**Part II
Shares**

Name of Chargor	Name of company whose shares are held	Company number of company whose shares are held	Number and class of shares
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**Part III
Bank accounts**

Name of Chargor	Name or designation of bank account	Account number	Name of institution and branch at which account held
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**Part IV
Insurances**

Name of Chargor	Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
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**Part V
Specified Contracts**

Name of Chargor	Brief description of agreement	Date of agreement	Parties to agreement (including address for service of notices)
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**Part VI
Specified IPR**

US IPR

Name of Chargor	Brief description of right	Registration number	Application Date
Hammer Films Legacy Limited	HAMMER	2327653	29/10/97
Hammer Films Legacy Limited	HAMMER	4158241	09/03/10
Hammer Films Legacy Limited	HAMMER HORROR	5748510	02/03/18
Hammer Films Legacy Limited	HOUSE OF HORROR	3943001	12/09/05
Hammer Films Legacy Limited	HAMMER HOUSE OF HORROR	6897895	13/10/20

UK IPR

Name of Chargor	Brief description of right	Application number	Date of renewal
Hammer Films Legacy Limited	HAMMER	UK00900631424	12/09/27
Hammer Films Legacy Limited	HAMMER	UK00002528311	08/10/29

Hammer Films Legacy Limited	HAMMER	UK00003135645	11/11/25
Hammer Films Legacy Limited	HAMMER	UK00916712069	12/05/27
Hammer Films Legacy Limited	HAMMER HORROR	UK00002002029	16/11/24
Hammer Films Legacy Limited	HAMMER HORROR	UK00002437198	31/10/26
Hammer Films Legacy Limited	HAMMER HORROR	UK00003293741	01/03/28
Hammer Films Legacy Limited	HOUSE OF HORROR	UK00002388365	01/04/25
Hammer Films Legacy Limited	HOUSE OF HORROR	UK00911677556	21/03/33
Hammer Films Legacy Limited	HAMMER HOUSE OF HORROR	UK00002437197	31/10/26
Hammer Films Legacy Limited	HAMMER HOUSE OF HORROR	UK00917033432	26/07/27

EXECUTION

The New Chargor

Executed as a deed by)
HAMMER FILMS LEGACY LIMITED, acting)
by one director in the presence of:)


.....
Director

Witness signature: 

Name: Jonathan Lack

I confirm that I was physically present when
the director signed this Debenture.


Witness name: Katie Lack

Witness address: 

The Lender

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


.....
Director

Witness signature: 

Name: John Gore

I confirm that I was physically present when
the director signed this Debenture.

Witness name: Sarah Townsend

Witness address: 