



Government of Bermuda



Ministry of Economic Development and Tourism

2nd April 2018

Anthony Blakey and Danilee Trott
Trading as Savvy Entertainment Ltd.
Savvy House
26 Pender Road, Ireland Island
Sandys MA03

Dear Sirs,

Re: Loan Agreement

Following discussions between the undersigned persons (collectively referred to as "you" and each of you are jointly and severally liable under this loan agreement) and the Government of Bermuda represented by the Ministry of Economic Development and Tourism (referred to as the "Government") to provide a loan to you in the amount as set out below upon the terms and conditions of this loan agreement ("Agreement").

NOW IT IS HEREBY AGREED as follows:

1. **Loan:** Government will make a loan to you in the amount of BMD\$800,000 (the "Loan") for 36 months for the purpose of setting up a music studio at Savvy House, 26 Pender Road, Ireland Island, Sandy's MA03 (the "Studio"). The Loan will be paid into a bank account as provided by you. The Government may request information from you that has or could have a material negative impact on your ability to carry out your obligations under this Agreement.
2. **Purpose of Loan:** The Loan is made on the strict condition that the Loan is to be used for the purpose of setting up the Studio, for shipment to Bermuda of recording equipment for your authorized business purpose and for the installation of equipment in West End Development Company ("WEDCO") facilities at 26 Pender Road in Bermuda. For the avoidance of doubt, the Loan may not be used by you to fund other business, to pay or discharge any other loan, or to make expenditures not directly connected with the Studio, and the loan shall be a first charge on the equipment in the Studio. Any use of the Loan for any other purpose not prior approved in writing by the Government shall be an event of default. You agree not to enter into any other loan agreement for or in relation to the Studio or equipment during the term of this loan, without the prior written agreement of the Government.
3. **Repayment:** FOR VALUE RECEIVED, the undersigned HEREBY promise to pay on demand to the Government, the Loan.
4. Subject to Repayment of the Loan being deferred for three (3) months from the date that you receive the Loan, the Loan is to be repaid on a monthly basis in equal payments by the end of each month without deduction, set-off, fees, restrictions or conditions ("Deduction") over 36 months or until the Loan is fully paid.



5. In the event that you are compelled by law or otherwise to make any Deduction then you shall pay additional amounts as will result in the receipt by the Government of the full amounts due hereunder. You shall forthwith deliver to the Government certified copies of any documents or certificates relating to any such Deduction.
6. Interest: The Loan is subject to an interest rate of 4.75% per annum. This interest rate will apply to any outstanding unpaid balance of the Loan and will be subject to review and may be adjusted accordingly.
7. In the event of late payment of the Loan, you will incur late fees in the amount of 2% of that month payment of the Loan.
8. Audit Rights. You shall permit the Government to inspect your financial records or any other information or data as is necessary in order for you to complete your obligations under this Agreement. If any errors or discrepancies are found, you shall have ten (10) working days to correct such error or discrepancy. If such required corrections are not made, Government may, at its sole discretion and option, immediately terminate this Agreement for breach and demand repayment of the Loan.
9. Event of Default: The Government may by notice in writing to you declare that the Loan is to be immediately repaid with accrued interest thereon (plus any sums due to the Government hereunder) if any of the following events (each an "Event of Default") occurs:
 - (a) if you fail to pay any sum due hereunder, including any part of the Loan and any interest on the Loan on the due date or, in the case of amounts expressed to be payable on demand, within thirty (30) days of such demand;
 - (b) if any of the representations or warranties made in connection with any notice, certificate or statement delivered or made to the Government or any representation or warranty becomes incorrect or inaccurate in any respect considered to be material by the Government and such default is not remedied within thirty (30) days after written notice from the Government requesting remedial action;
 - (c) use of the Loan for any other purpose other than for the use of the Studio located at WEDCO;
 - (d) if any loan, debt, interest, penalty, guarantee or other obligation constituting your indebtedness is due or is declared due prior to the specified maturity date of the Loan by reason of default and that could have an effect on your ability to repay the Loan;
 - (e) if you stop payment or you admit in writing your inability to pay your lawful debts as they mature or you make a general assignment for the benefit of your creditors or you make any special arrangement or composition with your creditors to cease or threaten to cease to carry on business or a substantial part thereof;
 - (f) any licence, consent, permission or approval required in connection with the implementation, maintenance and performance of this Agreement is revoked, terminated or imposed;
 - (g) it becomes impossible or unlawful:



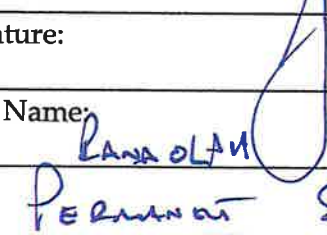






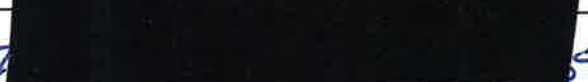

- (i) for you to fulfil any of the respective covenants and obligations contained in this Agreement, or
- (ii) if you cease to operate the Studio for whatever reason.
10. **Fees and Expenses:** By signing below, the undersigned acknowledges and agrees to be responsible and liable, on a joint and several basis, to repay the Loan and you shall pay for all actions, claims, demands, liabilities, fees, costs, interest charges, expenses (including legal and collection expenses), penalties or losses of any kind ("Loss") incurred by the Government related to enforcing its rights under the Loan and you, on a joint or several basis, shall indemnify, keep indemnified and defend the Government against any Loss, suffered or incurred by the Government as a result of or an Event of Default or any actions, claims or demands, howsoever arising, out of, or related to the Loan.
11. **Non-Disclosure of Confidential Information:** "Confidential Information" means any information relating to either party's business or other affairs and this Agreement and includes information which by its nature, would be considered confidential. Unless such Confidential Information was previously known to either party free of any obligation to keep it confidential, is subsequently made public by either party or by a third party having a legal right to make such disclosure, or was known to either party prior to receipt of same from the other party, Confidential Information shall be held in confidence by each party and shall be used only for the purposes provided in this Agreement. Each Party shall use the same degree of care to safeguard the Confidential Information as it uses to safeguard its own. However, either party may comply with any court order related to materials or documents delivered; provided that either party shall, unless prohibited by law, notify the other party promptly of any such court order or notice. Any publicity statement shall be made upon mutual agreement. The requirement of Confidentiality is subject to the privilege of the Bermuda Legislature.
12. **Notices:** All notices, requests, demands, consents and other communications (including e-mail) given or required to be given under this Agreement shall be in writing and delivered to the applicable party at its main office or any other place as designated by the parties in writing. Any such notices will be presumed delivered seven (7) days following the date that such notice was sent, unless the other party can prove non-delivery of such notice.
13. **General:** This Agreement, together with any documents or materials referred to in it, supersedes and extinguishes any and all promises, assurances, warranties, representations and understandings, whether written or oral including whether in invoices, emails or otherwise, replaces all prior, or contemporaneous, understandings between the parties relating to the services and is the complete and exclusive statement thereof. This Agreement can only be modified by a written amendment executed by the parties. Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation. Should any court determine that any provision of this Agreement is not enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise



without the prior written consent of the other party, which may be withheld in such party's sole discretion. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

14. This Agreement shall be construed in accordance with and governed by the laws of the Islands of Bermuda.

IN WITNESS WHEREOF, the parties, or their authorized representatives, have read and agree to the terms and conditions of this Agreement on the date of this letter first set out above.

SIGNED by a duly authorised officer of the Government of Bermuda as represented by the Ministry of Economic Development and Tourism	Signature:	
	Print Name:	LANA OLAN ROCHESTER
	Title:	PERMANENT SECRETARY
By signing this Agreement, I accept my obligations on a joint and several basis and I have had the opportunity to obtain legal advice:	Signature:	
	Print Name:	Anthony Blakey
	Address:	
	Tel:	
	Email:	
By signing this Agreement, I accept my obligations on a joint and several basis and I have had the opportunity to obtain legal advice:	Signature:	
	Print Name:	Danilee Trott
	Address:	
	Tel:	
	Email:	



BERMUDA

THE COMPANIES ACT 1981
PARTICULARS OF A MORTGAGE OR CHARGE

Pursuant to section 55 of the Companies Act 1981.

Name of Company

Savvy Entertainment Ltd

Date and description of the instrument creating or evidencing the mortgage or charge. (Note 2).

2nd April 2018 - Loan Agreement for the purpose of facilitating certain works at Ireland Island and to effect a charge on certain property.

Amount due or owing on the mortgage or charge.

BMD\$800,000.00

Names, addresses and descriptions of the mortgages or persons entitled to the charge.

Government of Bermuda represented by the Ministry of Economic Development and Tourism located at Government Administration Building, 3rd Floor, 30 Parliament Street, Hamilton HM 12

Short particulars of all the property mortgaged or charge.

Recording equipment and for installation at Savvy House, 26 Pender Road, Ireland Island, Sandys MA 03 itemized at Appendix A attached hereto.

Particulars as to commission, allowance or discount (Note 3).

N/A

Signed:

Date: 12th July 2018.

Designation of position in relation to the company.





BERMUDA

**CERTIFICATE OF REGISTRATION
OF A MORTGAGE/CHARGE**

I **HEREBY CERTIFY** that in accordance with the provisions of *section 55 of the Companies Act 1981* a Mortgage/Charge dated the **2nd day of April 2018** on the assets of **Savvy Entertainment Limited** was registered on the **22nd day of August 2018** bearing serial number **46480** in the Register maintained by the Registrar of Companies pursuant to the said section.

Given under my hand and the Seal of the
REGISTRAR OF COMPANIES this

5th day of September 2018



Maria Bodram
for **Acting Registrar of Companies**



51829

Government of Bermuda

Attorney-General's Chambers

BY HAND

22nd August 2018

Registrar of Companies
Government Administration Building
4th Floor, 30 Parliament Street,
Hamilton HM 12

Dear Sirs,

**Re: Loan Agreement
Ministry of Economic Development and Tourism and Anthony Blakey &
Danilee Trott t/a Savvy Entertainment Ltd.**

Please find enclosed (3) copies of **Form 9, the Loan Agreement and Appendix** in relation to the matter above for the registration of a charge over the assets of Savvy Entertainment Ltd.

Yours faithfully,

Brian Myrie
Crown Counsel
for the Attorney General

Encl.