**MG01**

**Particulars of a mortgage or charge**

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**A fee is payable with this form**

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.

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<table>
<thead>
<tr>
<th>What this form is for</th>
<th>What this form is NOT for</th>
</tr>
</thead>
<tbody>
<tr>
<td>You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.</td>
<td>You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.</td>
</tr>
</tbody>
</table>

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### 1 Company details

<table>
<thead>
<tr>
<th>Company number</th>
<th>0 4 1 4 7 5 7 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company name in full</td>
<td>Off Limits Corporate Events Limited (the &quot;Borrower&quot;)</td>
</tr>
</tbody>
</table>

---

### 2 Date of creation of charge

<table>
<thead>
<tr>
<th>Date of creation</th>
<th>d</th>
<th>d</th>
<th>mm</th>
<th>yy</th>
<th>yy</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2</td>
<td>1</td>
<td>12</td>
<td>20</td>
<td>12</td>
</tr>
</tbody>
</table>

---

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

**Description**

All assets security agreement (the "All assets security agreement")

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### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

**Amount secured**

All of the Borrower's liabilities to the Lenders and the Security Holder (present, future, actual or contingent and whether incurred alone or jointly with another) and including (i) Interest and (ii) Expenses (the "Borrower's Debt")

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**Continuation page**

Please use a continuation page if you need to enter more details.
### 5. Mortgagee(s) or person(s) entitled to the charge (if any)

<table>
<thead>
<tr>
<th>Name</th>
<th>Funding Circle Recoveries Limited (the &quot;Security Holder&quot;) as security agent for the various Lenders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>3 Dorset Rise, London</td>
</tr>
<tr>
<td>Postcode</td>
<td>EC4Y8EN</td>
</tr>
</tbody>
</table>

### 6. Short particulars of all the property mortgaged or charged

<table>
<thead>
<tr>
<th>Short particulars</th>
<th>Pursuant to clause 2 of the All Assets Security Agreement, the Borrower as a continuing security for the payment on demand of the Borrower's Debt and with full title guarantee, gave to the Security Holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>a fixed charge over the following property of the Borrower, owned now or in the future</td>
</tr>
<tr>
<td>(i)</td>
<td>all Land vested in or charged to the Borrower, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land,</td>
</tr>
<tr>
<td>(ii)</td>
<td>all plant and machinery, including any associated warranties and maintenance contracts,</td>
</tr>
<tr>
<td>(iii)</td>
<td>all the goodwill of the Borrower's business,</td>
</tr>
<tr>
<td>(iv)</td>
<td>any uncalled capital,</td>
</tr>
<tr>
<td>(v)</td>
<td>all stock, shares and other securities held by the Borrower at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities,</td>
</tr>
<tr>
<td>(vi)</td>
<td>all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights,</td>
</tr>
<tr>
<td>(vii)</td>
<td>the benefit of any hedging arrangements, futures transactions or treasury instruments, and</td>
</tr>
<tr>
<td>(2)</td>
<td>a floating charge over all the other property, assets and rights of the Borrower owned now or in the future which are not subject to an effective fixed charge under the All Assets Security Agreement or under any other security held by the Security Holder,</td>
</tr>
<tr>
<td></td>
<td>all such charged assets being referred to as the &quot;Charged Property&quot;</td>
</tr>
</tbody>
</table>

### Notes

1. Pursuant to clause 3 of the All Assets Security Agreement (Restrictions) the Borrower shall not without the Security Holder's consent

| (vii) | permit or create any mortgage, standard security, charge or lien on the Property, |
| (viii) | dispose of the Charged Property charged by clause 2 1 of the All Assets Security Agreement, |
| (ix) | dispose of the Charged Property charged by Clause 2 2 of the All Assets Security Agreement, other than in the ordinary course of business, |
| (xi) | call on, or accept payment of, any uncalled capital, |
| (x) | deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Borrower will not realise its book and other debts by means of invoice discounting or factoring arrangements |

Please see continuation pages
Particulars of a mortgage or charge

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

| Commission allowance or discount | Nil |

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

Signature

Please sign the form here

Signature

This form must be signed by a person with an interest in the registration of the charge.
<table>
<thead>
<tr>
<th>Short particulars</th>
<th>Notes continued</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Pursuant to clause 12 of the All Assets Security Agreement (Power of Attorney) to give effect to the All Assets Security Agreement and secure the exercise of any of the Borrower’s powers, the Borrower irrevocably appointed the Security Holder, and separately any receiver, to be the Borrower’s attorney (with full power of substitution and delegation), in the Borrower’s name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.</td>
<td></td>
</tr>
</tbody>
</table>

**Definitions**

The following terms shall have the following meanings in this Form MG01:

"Expenses" means costs and expenses the Security Holder, the Lenders or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with taking, perfecting, protecting, enforcing or exercising any power under this deed or in connection with the property charged by clause 2 of the All Assets Security Agreement.

"Interest" means interest payable at the rate charged by the Lenders to the Borrower on the underlying loan and calculated before and after judgment on a daily basis.

"Land" means any interest of the Borrower in any hentable, freehold or leasehold land.

"Lenders" means those lenders that have, from time to time, lent a specific loan to the Borrower under the Funding Circle platform on the conditions that the loan is supported by the All Assets Security Agreement.

"Subsidiary" means an entity controlled, directly or indirectly, by the Borrower or by a Subsidiary of the Borrower ("Control" when used in this context means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others).
**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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

- **Contact name**: Sandy Cochrane
- **Company name**: Funding Circle Receivens Limited
- **Address**: 3 Dorset Rise
- **Post town**: London
- **County/Region**: London
- **Country**: UK
- **S**: E C 4 Y B
- **DX**:
- **Telemarketing**:

**Important information**

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

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk
CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 4147578
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS SECURITY AGREEMENT DATED 21 DECEMBER 2012 AND CREATED BY OFF LIMITS CORPORATE EVENTS LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE LENDERS AND THE SECURITY HOLDER ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 9 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JANUARY 2013