

MG01

006332/13



Particulars of a mortgage or charge

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

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

What this form is NOT
You cannot use this form to register
particulars of a charge on a
company. To do this, please use
form MG01s

FRIDAY



A32 *ATPWHYRU* 28/10/2011 85
COMPANIES HOUSE

1 Company details For official use

Company number: 0 3 8 3 1 9 6 9

Company name in full: CONCEPT VENUES LIMITED (the "Borrower")

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

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation: ^d1 ^d7 ^m1 ^m0 ^y2 ^y0 ^y1 ^y1

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: DEBENTURE

4 Amount secured

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

Amount secured: All present and future monies, obligations and liabilities owed by the Borrower (as defined above) to the Trustee (as defined below), whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Instruments (as defined below) and under clause 12.3 of the Debenture (as defined below) together with all interest on such monies and liabilities

Continuation page
Please use a continuation page if
you need to enter more details

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge						
Name	ANDREW JOHN TAYLOR (THE "TRUSTEE")						
Address	THE BRIDGE HOUSE, BISHAM ROAD, MARLOW, BUCKINGHAMSHIRE						
Postcode	S	L	7		1	R	P
Name							
Address							
Postcode							

Continuation page
Please use a continuation page if you need to enter more details

6**Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged						
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Continuation page
Please use a continuation page if you need to enter more details

Short particulars

All capitalised terms and expressions used in this Form MG01 are defined in Part B of this Section 6 (unless otherwise stated).

Part A - Grant of Security**1.1 Charging clause**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee:

- (a) charges to the Trustee, by way of legal mortgage, all the Borrowers Properties;
- (b) charges to the Trustee, by way of fixed charge
 - (1) all Properties acquired by the Borrower in the future,
 - (11) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this paragraph 1 in or over freehold or leasehold property,
 - (111) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,
 - (1v) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them;
 - (v) all present and future goodwill and uncalled capital for the time being of the Borrower; and

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(1) all Equipment; and

(b) charges to the Trustee, by way of floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to paragraph 1.1(a) and paragraph 1.1(b)

1.2 Automatic conversion of floating charge

The floating charge created by paragraph 1.1(c) shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

(a) the Borrower

(1) creates or attempts to create an Encumbrance without the prior written consent of the Trustee or any trust in favour of another person over all or any part of the Charged Property, or

(11) disposes or attempts to dispose of all or any part of the Charged Property other than property subject only to the floating charge while it remains uncrystallised in the ordinary course of business, or

(b) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or

(c) any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property; or

(d) the Trustee receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower

1.3 Conversion of floating charge by notice

The Trustee may in its sole discretion at any time by written notice to the Borrower convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Trustee in that notice.

1.4 Assets acquired after any floating charge crystallisation

Any asset acquired by the Borrower after any crystallisation of the floating charge created under this debenture which but for such crystallisation would be subject to a floating charge shall (unless the Trustee confirms in writing to the contrary) be charged to the Trustee by way of first fixed charge

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Short particulars

2. LIABILITY OF BORROWER

2.1 Liability not discharged

The liability of the Borrower under the debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by or available to the Trustee being or becoming wholly or partially illegal, void or unenforceable on any ground, or
- (b) the Trustee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person, or
- (c) any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Borrower.

2 2 Immediate recourse

The Borrower waives any right it may have of requiring the Trustee to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing the debenture against the Borrower.

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Part B - Definitions

"Administrator"

an administrator appointed to manage the affairs, business and property of the Borrower pursuant to paragraph 15 of Schedule 4 of the Debenture

"Business Day"

a day (other than a Saturday or Sunday) on which banks are open for general business in London

"Charged Property"

all the assets, property and undertaking for the time being subject to the security interests created by the debenture (and references to the Charged Property include references to any part of it).

"Costs"

all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.

"Debenture"

the debenture between Concept Venues Limited and Andrew John Taylor dated on or around 1 August 2011;

"Encumbrance"

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

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"Environment"

all of the air, water and land including the air within buildings and the air within other natural or man-made structures above or below ground, ground and surface water and surface and sub-surface soil

"Environmental Law"

all applicable statutes, treaties, regulations, directives or similar measures relating to the pollution or protection of the Environment that affects the Charged Property

"Equipment"

all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions.

"Instrument"

the loan note instrument of the Borrower dated on or around 1 August 2011 and constituting the £3,000,000 fixed rate secured loan notes 2016 secured by the debenture;

"Properties"

all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds an interest and **Property** means any of them

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"Receiver"

a receiver and/or manager of any or all of the Charged Property appointed pursuant to paragraph 6 of Schedule 4 of the Debenture.

"Secured Liabilities"

all present and future monies, obligations and liabilities owed by the Borrower to the Trustee, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Instruments and under clause [2.3 together with all interest on such monies and liabilities

"Security Period"

the period starting on the date of the debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

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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

N/A

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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).

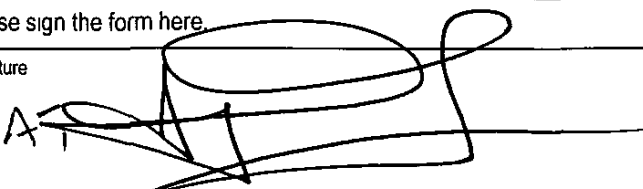
9

Signature

Please sign the form here.

Signature

X

A handwritten signature in black ink, appearing to be 'A. J. [unclear]', written over a horizontal line. The signature is enclosed in a rectangular box with 'X' marks at the corners.

X

This form must be signed by a person with an interest in the registration of the charge

Signature

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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 **Samantha Cumming**

Company name **Rosenblatt Solicitors**

Address **9-13 St Andrew Street**

Post town **London**

County/Region

Postcode **E C 4 A 3 A F**

Country

DX **DX 493 London/Chancery Lane**

Telephone **020 7955 0880**

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 the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

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. 3831969
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 OCTOBER
2011 AND CREATED BY CONCEPT VENUES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANDREW JOHN TAYLOR ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 28 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER
2011

df



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES