

MG01

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 for
You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

SATURDAY



PWR2NEYD
PC2 14/11/2009 6
COMPANIES HOUSE

1 Company details

Company number 3 8 3 1 9 6 9

Company name in full CONCEPT VENUES LIMITED

For official use
6
→ **Filling 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 0 4 / 1 1 / 2 0 0 9

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 09 DEBENTURE

4 Amount secured

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

Amount secured 04 + 10
All moneys obligations and liabilities now or at any time in the future due to Andrew John Taylor (the "**Lender**") by the Company under or pursuant to the fixed rate loan note instrument (1 April 2008); fixed rate convertible loan note instrument (4 November 2009); and variable rate convertible loan note instrument (4 November 2009) together with any other loan note instrument (and the corresponding loan notes issued pursuant thereto) created on or after the date of the Debenture by the Company and the granting of any such loan notes in favour of the Lender including all amounts for which the Company may become liable for under the Debenture.

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

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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.

Continuation page

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

Name

ANDREW JOHN TAYLOR (AS SECURITY TRUSTEE)

Address

THE BRIDGE HOUSE, BISHAM ROAD

MARLOW, BUCKINGHAMSHIRE

Postcode

S L 7 1 R P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

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

Short particulars

Please see attached Schedule (Short Particulars of all the Property Mortgaged or Charged).

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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

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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 866).

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 870). 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

Signature

X *Tom Hallett Solicitors for and on behalf of* X
of Concept Venues Limited. 17/11/09

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

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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

Company name

Rosenblatt Solicitors

Address

Post town

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

SCHEDULE TO FORM MG01
CONCEPT VENUES LIMITED

(the "Company")

and

MR ANDREW JOHN TAYLOR

(the "Trustee")

Part A: Particulars of All of the Property Mortgaged or Charged

The Company charges:

1. GRANT OF SECURITY

1.1 Charging clause

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

- (a) charges to the Trustee, by way of legal mortgage, all the Company's Properties;
- (b) charges to the Trustee, by way of fixed charge:
 - (i) all Properties acquired by the Company in the future;
 - (ii) all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of this clause 1 in or over freehold or leasehold property;
 - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
 - (iv) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Company'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 Company; and
 - (vi) all Equipment; and
- (c) charges to the Trustee, by way of floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 1.1(a) and clause 1.1(b).

1.2 Automatic conversion of floating charge

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

- (a) the Company:
 - (i) 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
 - (ii) 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 Company.

1.3 Conversion of floating charge by notice

The Trustee may in its sole discretion at any time by written notice to the Company 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 Company 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.

2. COVENANT TO PAY

The Company shall on demand pay to the Trustee and discharge the Secured Liabilities when they become due.

Part B: Defined Terms

- “Charged Property”** all the assets, property and undertaking for the time being subject to the security interests created by this debenture (and references to the Charged Property include references to any part of it).
- “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.
- “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 Company, including any part of it and all spare parts, replacements, modifications and additions.
- “Instrument”** (a) the loan note instrument of the Company dated 1 April 2008 and constituting the £1,500,000 secured loan notes 2008 (from time to time amended) secured by this debenture; (b) the convertible loan note instrument of the Company dated 4 November 2009 and constituting the £500,000 secured loan notes 2013 (from time to time amended) secured by this debenture; and (c) the convertible loan note instrument of the Company dated 4 November 2009 and constituting the £250,000 secured loan notes 2013 (from time to time amended) secured by this 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 Company or in which the Company holds an interest and **Property** means any of them.
- “Secured Liabilities”** all present and future monies, obligations and liabilities owed by the Company 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 the discharge conditions referred to in clause 12.3 in this Deed together with all interest on such monies and liabilities.



**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. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 NOVEMBER
2009 AND CREATED BY CONCEPT VENUES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANDREW JOHN TAYLOR (AS SECURITY
TRUSTEE) 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
14 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 NOVEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES