

MG01

Particulars of a mortgage or charge

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11/02/2012

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COMPANIES HOUSE

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

For further information, please refer to our guidance at www.companieshouse.gov.uk

1

Company details

Company number 03609126
Company name in full TARGET ENTERTAINMENT LIMITED

9

For official use

→ **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 d0 d1 m0 m2 y2 y0 y1 y2

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

means all money, liabilities and obligations now or in the future owed or incurred by the Company to the Lender of any kind, arising from or in connection with the loan agreement between the Lender, the Company and Minotaur International Limited dated on or around the date of this Debenture and in any currency, whether or not immediately payable, whether certain or contingent, whether sole or joint, whether as principal or as surety, whether or not the Lender was the original creditor in respect thereof, and including (without limitation) interest, commission, costs, charges and expenses charged by the Lender at rates agreed between it and the Company or, in the absence of express agreement, in accordance with the Lender's normal practice for the time being (the **Secured 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

Continuation page

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

Name	METRODOME GROUP PLC
Address	GARFIELD HOUSE, 2ND FLOOR, 86-88 EDGWARE ROAD
	LONDON
Postcode	W 2 2 E A
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

3 Charges

3 1 As security for payment of the Secured Liabilities the Company (with full title guarantee) hereby charges to the Lender:

3 1 1 by way of first legal mortgage all Land now owned by the Company,

3 1 2 by way of first fixed equitable charge all Land which the Company acquires in the future,

3.1 3 by way of separate first fixed charges:

3 1 3.1 all goodwill and uncalled capital of the Company, present or future,

3 1 3.2 the Securities;

3 1 3.3 the Insurances;

3 1 3.4 the Intellectual Property

3 1 3.5 the Debts;

3.1 3 6 the Rents;

3 1 3.7 the Assets Contracts,

3.1 3 8 the Other Claims,

3.1 3 9 the Fixed Plant and Equipment;

3.1 3 10 the Loose Plant and Equipment, and

3.1.3 11 the account from time to time standing to the credit of the account,

3.1.4 by way of first float charge all those Assets which are not for any reason effectively charged by the Debenture by way of fixed charge or mortgage, including (without limitation) any heritage property of the Company situated in Scotland.

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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

NIL

8

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

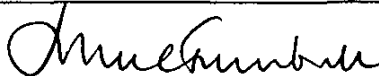
Signature

Please sign the form here

Signature

Signature

X


BIRCHAM DYSON BELL LLP
Solicitors and Parliamentary Agents
50 BROADWAY
WESTMINSTER
LONDON SW1H 0BL

X

This form must be signed by the person who has the best interest in the registration of the charge

CHFP025

03/11 Version 5.0

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Particulars of a mortgage or charge



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

Bircham Dyson Bell LLP

Address 50 Broadway

Post town

County/Region LONDON

Postcode

S

W

1

H

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B

L

Country

DX 2317 Victoria

Telephone



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

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6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>4 Protection of Lender's rights</p> <p>4 4 The Company covenants not, without the prior written consent of the Lender·</p> <p>4.4 1 to create (otherwise than in favour of the Lender) any Encumbrance, or to allow any Encumbrance to arise or continue, on or over any of the Assets;</p> <p>4 4.2 to part with or dispose of any of the Assets charged by way of fixed charge or mortgage, or</p> <p>4 4.3 to part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its busines as a going concern</p> <p>14 Miscellaneous provisions</p> <p>14 1 While this Debenture continues in force</p> <p>14.1 1 no statutory or other power of granting or agreeing to grant or of accepting or agreeing to surrenders of leases or tenancies of the Land hereby charged or any part of it shall be capable of being exercised by the Company, and</p> <p>14.1 2 the Company shall not be entitled to part with possession (otherwise than on the termination of any lease, tenancy or licence to it) of any Land, or to share occupation of any Land with any other person or persons, or to surrender any lease of a land or permit such a lease to be assigned or forfeited,</p> <p>without the prior written consent of the Lender</p> <p>Definitions in this Debenture</p> <p>Lender Metrodome Group PLC including persons deriving title under the Lender,</p> <p>Securities means all the right title and interest of the Company, now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person,</p> <p>Insurances means all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof,</p> <p>Intellectual Property means all the right title and interest of the Company (now or in the future) in or to any of the following</p> <ul style="list-style-type: none"> any registered intellectual property right in any territory, including without limitation patents, trade marks, service marks, registered designs, and any similar right in any territory and any 	

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>applications or right to apply for any of the above,</p> <ul style="list-style-type: none"> any invention, copyright, design right or performance right, any trade secrets, know how and confidential information; and the benefit of any agreement or licence for the use (by the Company and any other person) of any such right; <p>Debts means all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, (but excluding credit balances on any account at any bank or financial institution other than the Account) together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but 'Debts' does not include any asset or right effectively charged by way of fixed charge under any other provision of Clause 3,</p> <p>Rents means any sum payable to the Company (and any right to recover any such a sum):</p> <ul style="list-style-type: none"> by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land; and by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel except in so far as the same is effectively charged by way of fixed charge by Clause 3 1.1 or 3.1 2, <p>Asset Contracts means all the rights of the Company, now or in the future, arising out of or in connection with any agreement,</p> <p>Other Claims means all rights, claims or obligations of any kind whatsoever now or at any time owed to the Company capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of this Debenture,</p> <p>Fixed Plant and Equipment means all plant machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building;</p> <p>Loose Plant and Equipment means all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not a Fixture or Fixed Plant and Equipment, (including without limitation any moulds, patterns, tools (other than hand tools and consumable tooling), dies and jigs);</p>

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6	Short particulars of all the property mortgaged or charged		
	Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>Assets means all the undertaking, property and assets of the Company whatsoever and wheresoever present or future;</p> <p>Encumbrance means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of setoff, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business,</p> <p>Company means Target Entertainment Limited</p>		



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3609126
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 FEBRUARY
2012 AND CREATED BY TARGET ENTERTAINMENT LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO METRODOME GROUP PLC 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 11 FEBRUARY
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 FEBRUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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