



Registration of a Charge

Company Name: **OPENROOM EVENTS LTD**

Company Number: **05304988**



XBZ9SK63

Received for filing in Electronic Format on the: **14/03/2023**

Details of Charge

Date of creation: **13/03/2023**

Charge code: **0530 4988 0001**

Persons entitled: **HAYFIN SERVICES LLP AS SECURITY AGENT**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JACK WINFIELD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5304988

Charge code: 0530 4988 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2023 and created by OPENROOM EVENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2023 .

Given at Companies House, Cardiff on 15th March 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 13 March 2023

BETWEEN:

- (1) **CSM FINANCE LIMITED**, a limited liability company incorporated in England and Wales with registered number 11703817 (the **Parent**);
- (2) **OPENROOM EVENTS HOLDINGS LTD**, a company incorporated in England and Wales with registered number 14112492;
- (3) **OPENROOM HOLDINGS LTD**, a company incorporated in England and Wales with registered number 11711316;
- (4) **OPENROOM EVENTS LTD**, a company incorporated in England and Wales with registered number 05304988 (together with the parties listed at (2) and (3) above, the **New Chargors**); and
- (5) **HAYFIN SERVICES LLP** as security agent for itself and the other Secured Parties (the **Security Agent**).

RECITAL:

This deed is supplemental to a debenture dated 18 December 2018 between the Chargors named therein and the Security Agent (the **Debenture**).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

- (a) Clauses 1.2 (*Construction*) to 1.8 (*Conflicts*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this deed.
- (b) Clauses 25(b) and 25(c) (*Governing Law and Jurisdiction*) of the Debenture are incorporated into this Deed *mutatis mutandis*.

2. ACCESSION OF NEW CHARGORS

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and, subject to Clause 2.7 (Title Documents) below, agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay or discharge its Secured Obligations when they fall due in the manner provided for in the Finance Documents.

2.3 Specific Security

Subject to Clause 1.6 (*Excluded Assets*) of the Debenture, each New Chargor, as continuing security for the payment of its Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all Property now belonging to or vested in it (including any property specified in Schedule 1 (Properties)); and
- (b) by way of first fixed charge:
 - (i) all other interests (not charged under Clause 2.3(a) (Specific Security)) in any Property and the benefit of all other agreements relating to land;
 - (ii) all of its rights, title and interest in the Intellectual Property;
 - (iii) all the Investments, Shares and all corresponding Related Rights;
 - (iv) all Receivables and all rights and claims against third parties and against any security in respect of those Receivables;
 - (v) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
 - (vi) all monies standing to the credit of the Accounts and all of its rights, title and interest in relation to those accounts;
 - (vii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
 - (viii) its goodwill and uncalled capital; and
 - (ix) if not effectively assigned by Clause 2.4 (Security Assignment), all its rights and interests in (and claims under) the Insurance Policies and the Assigned Agreements.

2.4 Security Assignment

Subject to Clause 1.6 (*Excluded Assets*) of the Debenture, as further security for the payment of its Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Insurance Policies; and
- (b) the Assigned Agreements,

subject in each case to reassignment by the Security Agent to it of all such rights, title and interest upon payment or discharge in full of such New Chargor's Secured Obligations.

2.5 Floating charge

- (a) Subject to Clause 1.6 (*Excluded Assets*) of the Debenture, as further security for the payment of its Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

2.6 Implied Covenants for Title

The Security created under this deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (other than as permitted under the Senior Facilities Agreement).

2.7 Title Documents

Notwithstanding anything to the contrary in this deed or the Debenture, sub-paragraph (a)(ii) of Clause 7.1 of the Debenture will not apply to each New Chargor in respect of any Shares in any of its wholly-owned Subsidiaries (unless any of such Subsidiaries is an Obligor) secured by that New Chargor until a Declared Default has occurred and is continuing.

3. NEGATIVE PLEDGE

Each New Chargor may not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this deed (other than in respect of assets charged under Clause 2.5(a) (Floating charge) in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property under this deed,

except as permitted under or not prohibited by the Finance Documents or with the prior consent of the Security Agent.

4. CONSTRUCTION OF DEBENTURE

- (a) Without prejudice to Clause 2.7 (Title Documents) above, the Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

5. DESIGNATION AS A FINANCE DOCUMENT

This deed is designated as a Finance Document.

6. FAILURE TO EXECUTE

Failure by one or more parties (**Non-Signatories**) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

7. GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this deed been signed on behalf of the Parent and the Security Agent and executed as a deed by each New Chargor and is delivered on the date stated above.

SIGNATORIES

The Parent

For and on behalf of

CSM FINANCE LIMITED

By: **REDACTED**

Name: GARETH BOWHILL

Title: DIRECTOR

NEW CHARGOR

EXECUTED as a DEED
by OPENROOM EVENTS HOLDINGS LTD
acting by:

REDACTED

—L—

GARETH BOWHILL

Signature of Director

Name of Director

in the presence of

REDACTED

—

SUZANNE KING

114 RAMILLIES RD

W4 1JA

Signature of witness

Name of witness

Address of witness

NEW CHARGOR

EXECUTED as a DEED
by OPENROOM HOLDINGS LTD
acting by:

REDACTED

Signature of Director

GARETH BOWHILL

Name of Director

in the presence of

REDACTED

Signature of witness

SUZANNE KING

Name of witness

114 RAMILLIES RD

Address of witness

W4 1JA

NEW CHARGOR

EXECUTED as a DEED
by OPENROOM EVENTS LTD
acting by:

REDACTED

Signature of Director

GARETH BOWHILL

Name of Director

in the presence of

REDACTED

Signature of witness

SUZANNE KING

Name of witness

114 RAMILLIES RD

Address of witness

W4 1JA

THE SECURITY AGENT

For and on behalf of

HAYFIN SERVICES LLP

By: **REDACTED**

Name: Vikas Mehta

Title: Authorised Signatory

SCHEDULE 1

PROPERTIES

Registered Land

Chargor	County District London Borough)	and (or	Address description	or	Freehold Leasehold	or	Title No.
N/A	N/A		N/A		N/A		N/A

Unregistered Land

Chargor	County and District (or London Borough)	Address description	or	Freehold or Leasehold
N/A	N/A	N/A		N/A

SCHEDULE 2

SHARES AND INVESTMENTS

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares	Percentage of shares held by Chargor if the relevant Obligor is not wholly owned
OpenRoom Events Holdings Ltd	OpenRoom Holdings Ltd	200 Ordinary shares of £1.00 each	N/A
OpenRoom Holdings Ltd	OpenRoom Events Ltd	10,000 Ordinary shares of £0.01 each and 1,785 B Ordinary shares of £0.01 each	

Investments

Name of Chargor which holds the investments	Name of issuer	Number and description of investments
N/A	N/A	N/A

SCHEDULE 3

INTELLECTUAL PROPERTY

PART 1

PATENT AND PATENT APPLICATIONS

Name Chargor	of Territory	Description	Patent No. / Application No.	Date Registration/Application
N/A	N/A	N/A	N/A	N/A

PART 2

TRADE MARKS AND TRADE MARK APPLICATIONS

Name Chargor	of Territory	Trade Marks	Class No.	Registration No./ Application No.	Date Registration/Application
N/A	N/A	N/A	N/A	N/A	N/A

PART 3

REGISTERED DESIGNS AND APPLICATIONS FOR REGISTERED DESIGNS

Name Chargor	of Territory	Design	Patent No. / Application No.	Date Registration/Application
N/A	N/A	N/A	N/A	N/A

PART 4

COPYRIGHT WORKS AND UNREGISTERED DESIGNS

Name of Chargor	Description	Date of Creation	Author
N/A	N/A	N/A	N/A

PART 5

INTELLECTUAL PROPERTY LICENCES

Name of Chargor	Description of Intellectual Property Licences	Licensor	Date of Licence	Duration of Licence
N/A	N/A	N/A	N/A	N/A

SCHEDULE 4

BANK ACCOUNTS

PART 1

ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Account Name
OpenRoom Events Ltd	HSBC Bank plc, 21 Kings Mall, London W6 0QF,UK	REDACTED	OpenRoom Events Ltd (GBP)
OpenRoom Events Ltd	HSBC Bank plc, 21 Kings Mall, London W6 0QF,UK	REDACTED	OpenRoom Events Ltd (EUR)
OpenRoom Events Ltd	HSBC Bank plc, 21 Kings Mall, London W6 0QF,UK	REDACTED	OpenRoom Events Ltd (USD)
OpenRoom Events Ltd	HSBC Bank plc, 21 Kings Mall, London W6 0QF,UK	REDACTED	OpenRoom Events Ltd (ZAR)
OpenRoom Events Ltd	HSBC Bank plc, 21 Kings Mall, London W6 0QF,UK	REDACTED	OpenRoom Events Ltd (GBP)
OpenRoom Events Ltd	HSBC Bank plc, 21 Kings Mall, London W6 0QF,UK	REDACTED	OpenRoom Events Ltd (AUD)

SCHEDULE 5
INSURANCE POLICIES

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
N/A	N/A	N/A	N/A