

MG01

134529 / 390

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
company. To do this, please use
form MG01s

SATURDAY



A20 08/12/2012 #233
COMPANIES HOUSE

1

Company details

Company number

0 6 2 7 8 4 9 4

Company name in full

Music and Media Solutions Limited (the "**Company**")

For official use



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

d0 d3 m1 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

Omnibus Guarantee and Set-Off Agreement dated 3 December 2012 (the "**Agreement**")

4

Amount secured

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

Amount secured

All money and liabilities then or at any time thereafter due, owing or
incurred to Lloyds TSB Bank plc (the "**Bank**") from either the
Company or any one or more of the other parties to the Agreement
(other than the Bank) being at the date hereof the following

(please see attached continuation pages)

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 Lloyds TSB Bank plc

Address 25 Gresham Street

London

Postcode E C 2 V 7 H N

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 continuation pages

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7 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 *Pinsent Masons LLP* X

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 Lucy Cadd

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode E C 2 A 4 E S

Country

DX 157620 Broadgate 3

Telephone 020 7490 6474



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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Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

- (a) all money and liabilities whether actual or contingent (including further advances and hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Principals (as defined in the continuation pages) to the Bank anywhere or for which any one or more of the Principals may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the foregoing)
- (i) in the case of the liquidation, administration or dissolution of any Principal, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Principal if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
- (ii) in the event of the discontinuance of the Guarantee (as defined in the continuation pages) in respect of any Principal, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Principal on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Principal to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Principal,
- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the relevant Principal or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and
- (c) commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph (c) immediately above on each sum from the date that the same was incurred or fell due

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

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 Any sum or sums standing to the credit of any present or future accounts of the Companies with the Bank, whether such accounts are in the sole name of any of the Companies or in the joint names of two or more of the Companies including any accounts in the Bank's name with any designation which includes the name(s) of any one or more of the Companies, whether such accounts be denominated in sterling or any other currency or currency unit, and the debt or debts from time to time owing by the Bank represented by any such sum or sums (each such sum and debt being a "**Credit Balance**")

2 NOTE By clause 4 7 of the Agreement, each of the Companies agreed that it would not (without prior written consent of the Bank) assign, mortgage, charge, secure or otherwise confer upon any third party any right, title or interest in or to any Credit Balance, or otherwise dispose of any Credit Balance or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank)

Definitions

"Companies" means the LLP and the other companies and/or limited liability partnerships listed in Schedule 1 to the Agreement and detailed below in Schedule 1 to this form, and any company and/or limited liability partnership who executes a deed acceding to the Agreement but excluding any company and/or limited liability partnership released pursuant to the Agreement as from the date of its release,

"Guarantee" means the guarantee contained in clause 2 of the Agreement and the indemnity contained in clause 5 of the Agreement (and, in each case, any corresponding provision in any deed supplemental to this Agreement),

"Principal" means any of the Companies insofar only as it at any time owes money or has incurred liabilities (whether actual or contingent) to the Bank otherwise than pursuant to the terms of the Agreement,

"Sterling" means the legal currency for the time being of the United Kingdom

SCHEDULE 1

The Companies

Name	Registered Number	Registered Office
Mama Group Limited (the " Attorney ")	04254431	59-65 Worship Street London EC2A 2DU
Supervision Management Group Limited	03872696	59-65 Worship Street London EC2A 2DU
Forum Club (Kentish Town) Limited	03807478	59-65 Worship Street London EC2A 2DU

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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

Mean Fiddler Holdings Limited	01600521	59-65 Worship Street London EC2A 2DU
Barfly Club Limited	03286489	59-65 Worship Street London EC2A 2DU
MF Presents Limited	03157435	59-65 Worship Street London EC2A 2DU
Channelfly Limited	03774450	59-65 Worship Street London EC2A 2DU
Lovebox Festivals Limited	06676172	59-65 Worship Street London EC2A 2DU
Mama Festivals Limited	06798945	59-65 Worship Street London EC2A 2DU
Angel Entertainment Limited	04901450	59-65 Worship Street London EC2A 2DU
Angel Music Group Limited	05188720	59-65 Worship Street London EC2A 2DU
Angel Venues Limited	04312908	59-65 Worship Street London EC2A 2DU
Music and Media Solutions Group Limited	03510149	59-65 Worship Street London EC2A 2DU
Music and Media Solutions Limited	06278494	59-65 Worship Street London EC2A 2DU
Pollination Music Limited	04213427	59-65 Worship Street London EC2A 2DU



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6278494
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN OMNIBUS GUARANTEE AND
SET-OFF AGREEMENT DATED 3 DECEMBER 2012 AND
CREATED BY MUSIC AND MEDIA SOLUTIONS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND/OR ALL OR ANY OF THE COMPANIES NAMED
THEREIN TO LLOYDS TSB BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 8 DECEMBER
2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 DECEMBER
2012**



Companies House



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