

MG01

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LASERFORM

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

WEDNESDAY



A04 15/08/2012 #202
COMPANIES HOUSE

1

Company details

Company number 0 8 1 2 6 5 6 0

Company name in full Seed Events Limited

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 03 08 2012

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 to the Lender, whether actual or
contingent and whether owed jointly or severally, as
principal or surety or in any other capacity, and under, but
not limited to, the Facility Agreement or otherwise
(including, without limitation, those arising under clause
12.3(b) of the Debenture), together with all interest
(including, without limitation, default interest) accruing in
respect of those monies or 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	Outgoing Limited	
Address	3 The Stables, Wilmslow Road, East Didsbury, Manchester, Lancashire,	
Postcode	M 2 0 5 P G	
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	<p>3 1 Charging clause</p> <p>As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee</p> <ul style="list-style-type: none">(a) charges to the Lender, by way of first legal mortgage, all the Properties specified in Schedule 1 of the debenture,(b) charges to the Lender, by way of first fixed charge<ul style="list-style-type: none">(i) all Properties acquired by the Borrower in the future,(ii) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property,(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,(iv) 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 its present and future goodwill and uncalled capital,(vi) all the Equipment,(vii) all the Intellectual Property,(viii) all the Book Debts,(ix) all the Investments, and(x) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account) <p>continued</p>	

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Particulars of a mortgage or charge

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

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  X

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

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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

George Davies Solicitors LLP

Address 8th Floor

1 New York Street

Post town Manchester

County/Region

Postcode

M

1

4

A

D

Country

DX DX: 14316 Manchester 1

Telephone 0161 236 8992

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

Please give the short particulars of the property mortgaged or charged

Short particulars

- (c) assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in each Insurance Policy,
- (d) charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3 1(a) to clause (c) inclusive

3 2 Automatic conversion of floating charge

The floating charge created by clause 3.1(d) shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if

- (a) the Borrower
 - (i) creates, or attempts to create, without the prior written consent of the Lender, a Security Interest or a trust in favour of another person on 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 Charged Property that is only subject to the floating charge while it remains uncrystallised),
- (b) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge,
- (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 Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.

3 3 Conversion of floating charge by notice

The Lender may, in its sole discretion, at any time and 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 Lender in that notice

3 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 that crystallisation, would be subject to a floating charge under this debenture, shall (unless the Lender confirms otherwise to the Borrower in writing) be charged to the Lender by way of first fixed charge

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Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of the Lender

- (a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by this debenture,
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Property (except, in the ordinary course of business, Charged Property which is only subject to an uncrystallised floating charge), or
- (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

Definitions

Book Debts: all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them

Borrower: Seed Events Limited incorporated and registered in England and Wales with company number 08126560 whose registered office is at 8th Floor, 1 New York Street, Manchester, M1 4AD

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 shall include references to any part of it)

Designated Account: any account of the Borrower nominated by the Lender as a designated account for the purposes of this debenture

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.

Facility Agreement: the facility agreement deed between the Lender and the Borrower and others on or around the date of this debenture pursuant to which the Lender agreed to provide to the Borrower loan facilities and any subsequent agreements whether in writing or not pursuant to which the Lender or his associates or connected persons shall provide loan facilities to the Borrower.

Insurance Policies: all the contracts and policies of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without

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Short particulars

limitation, any insurances relating to the Properties or the Equipment)

Intellectual Property: the Borrower's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights

Investments: all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time

Lender Outgoing Limited incorporated and registered in England and Wales with company number 04045495 whose registered office is at 3 The Stables, Wilmslow Road, East Didsbury, Manchester, Lancashire, M20 5PG

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 (including (but not limited to) the properties specified in Schedule 1) and **Property** means any of them

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, and under, but not limited to, the Facility Agreement or otherwise (including, without limitation, those arising under clause 12 3(b)), together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities

Security Interest: 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8126560
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 AUGUST
2012 AND CREATED BY SEED EVENTS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO OUTGOING LIMITED 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 15 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 AUGUST 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES