



Registration of a Charge

Company name: **CONCERTO EVENTS LIMITED**

Company number: **02316740**



X6KLYG95

Received for Electronic Filing: **05/12/2017**

Details of Charge

Date of creation: **01/12/2017**

Charge code: **0231 6740 0004**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT**

Brief description:

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: **WE 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:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2316740

Charge code: 0231 6740 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2017 and created by CONCERTO EVENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2017 .

Given at Companies House, Cardiff on 7th December 2017

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**

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

EXECUTION VERSION

Dated this 5 December 2017

Signed *Osborne Clarke LLP*

Debenture Accession Deed

Osborne Clarke LLP

This Accession Deed is made on 1 December 2017

2 Temple Back East
Between:

Temple Quay, Bristol

BS1 6EG

Concerto Group Holdings Limited (company number: 08459580) whose registered office is at Axe & Bottle Court, 70 Newcomen Street, London, SE1 1YT, **Concerto Group Limited** (company number: 02063425) whose registered office is at Axe & Bottle Court, 70 Newcomen Street, London, SE1 1YT, **Concerto Events Limited** (company number: 02316740) whose registered office is at Axe & Bottle Court, 70 Newcomen Street, London, SE1 1YT and **Create Food Limited** (company number: 02857354) whose registered office is at Axe & Bottle Court, 70 Newcomen Street, London, SE1 1YT (the "New Chargors"); and

- (2) **HSBC Corporate Trustee Company (UK) Limited** as trustee for itself and for each of the other Secured Parties (the "Security Agent"),

and is supplemental to a Debenture granted by the Chargors in favour of the Security Agent on 1 June 2015 (the "Debenture").

This Accession Deed witnesses as follows:

1 Definitions and Interpretation

- 1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.

- 1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Assigned Contract" means each contract specified in the Schedule to this Accession Deed.

"Blocked Accounts" means any accounts held by the New Chargors which the Security Agent and the New Chargors agree from time to time is a blocked account.

2 Confirmation

Each of the New Chargors confirms it has read and understood the content of the Debenture.

3 Accession

With effect from the date of this Accession Deed, the New Chargors each become a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4 Security

- 4.1 Without prejudice to the generality of clause 3 (*Accession*), each of the New Chargors with full title guarantee in favour of the Security Agent:

(a) charges by way of legal mortgage, all of the Material Property described in part 1 of the schedule;

(b) charges by way of first fixed charge:

(i) all Property not effectively mortgaged by paragraph 1.1(a);

EXECUTION VERSION

- (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by paragraph 1.1(b)(ii);
 - (iv) all Investments described in part 2 of the schedule;
 - (v) all Debts;
 - (vi) all Blocked Accounts;
 - (vii) all Other Accounts;
 - (viii) all Investments not effectively charged by paragraph 1.1(b)(iv);
 - (ix) all Intellectual Property Rights described in part 3 of the schedule;
 - (x) all Intellectual Property Rights not effectively charged by paragraph 1.1(b)(ix);
 - (xi) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (xii) its goodwill and uncalled capital;
 - (xiii) any Charged Agreements; and
 - (xiv) if not effectively assigned by paragraph (c), all its rights and interests in (and claims under) the assets described in paragraph 1.1(c);
- (c) by way of assignment by way of security:
- (i) all Insurances and Insurance Proceeds;
 - (ii) any Assigned Contract; and
 - (iii) any Hedging Agreement;
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under paragraphs (a) or (b) or which are effectively assigned by way of security under paragraph (c).

4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5 Construction

Save as specifically varied in respect of each New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

6 Governing Law

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

In witness this Accession Deed is executed on the date appearing at the head of page 1.

Schedule to Accession Deed

Part 1

Property

None at the date of this Deed

Part 2

Investments

Chargor	Name of company in which shares are held	Number and class of shares	Details of nominees (if any) holding legal title to the shares
Concerto Group Holdings Limited	Concerto Group Limited	1,083,210 A ordinary shares of £0.001 each	N/A
Concerto Group Holdings Limited	Concerto Group Limited	1,213,109 B ordinary shares of £0.001 each	N/A
Concerto Group Limited	Concerto Events Limited	100 ordinary shares of £1.00 each	N/A
Concerto Group Limited	Create Food Limited	100 ordinary shares of £1.00 each	N/A
Concerto Group Limited	Full Circle Performance and Production Limited	1 ordinary share of £1.00	N/A

Part 3

Intellectual Property Rights

None at the date of this Deed

Part 4

Assigned Contracts

None at the date of this Deed

EXECUTION VERSION

The New Chargers

Executed as a Deed for and on)
behalf of **Concerto Group Holdings**)
Limited by a director)
in the presence of:)



Director

Signature of witness



Name of witness

OLIVER MORGAN

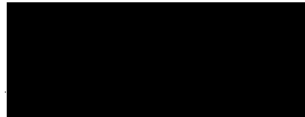
Address of witness

Occupation of witness

SOLICITOR

30 Crown Place
Pinsent Masons
London
EC2A 4ES

Executed as a Deed for and on)
behalf of **Concerto Group Limited**)
by a director)
in the presence of:)



Director

Signature of witness



Name of witness

OLIVER MORGAN

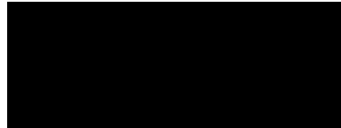
Address of witness

AS ABOVE

Occupation of witness

SOLICITOR

Executed as a Deed for and on)
behalf of **Concerto Events Limited**)
by a director)
in the presence of:)



Director

Signature of witness



Name of witness

OLIVER MORGAN

Address of witness

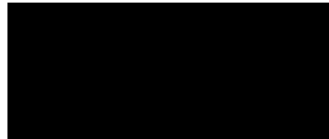
AS ABOVE

Occupation of witness

SOLICITOR

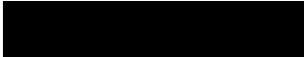
EXECUTION VERSION

Executed as a Deed for and on)
behalf of Create Food Limited)
by a director)
in the presence of:)



Director

Signature of witness



Name of witness

OLIVER MORGAN

Address of witness

AS ABOVE

Occupation of witness

SOLICITOR

The Security Agent

Signed for and on behalf of)
HSBC Corporate Trustee)
Company (UK) Limited)
by its duly)
authorised attorney in the)
presence of:)

Attorney

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTION VERSION

Executed as a **Deed** for and on)
behalf of **Create Food Limited**)
by a director)
in the presence of:)

Director

Signature of witness

Name of witness

Address of witness

Occupation of witness

The Security Agent

Signed for and on behalf of)
HSBC Corporate Trustee)
Company (UK) Limited)
by its duly)
authorised attorney in the)
presence of:)

Attorney

Signature of witness

Name of witness

Address of witness

Occupation of witness

Chloe Slattery
HSBC Bank plc
8 Canada Square
London
E14 5HQ

Transaction Manager

*1st of 2/2016
Appl. 1/2016*