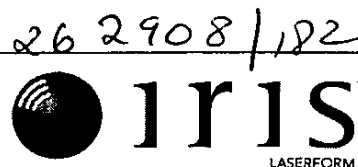


MG01

Particulars of a mortgage or charge



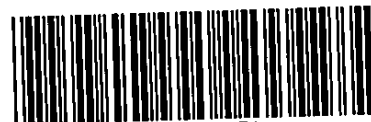
A fee is payable with this form

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
particulars of a charge for a
company. To do this, please
form MG01s

TUESDAY



A61 *AKZ8UT1P* 24
05/04/2011
COMPANIES HOUSE

1 Company details

Company number 0 2 8 3 0 4 4 8
Company name in full Amaze Public Limited Company (the "Chargor")

→ **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 d2 d4 m0 m3 y2 y0 y1 y1

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 (the "Debenture")

4 Amount secured

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

Amount secured As described in the continuation pages to this
form

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 KBC Bank N V , London Branch

Address 111 Old Broad Street, London

Postcode E C 2 N 1 B R

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

As specified in the continuation pages to this form

MG01

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

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 *Everheds LLP.* X

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

MG01

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 James Oxley

Company name Eversheds LLP

Address Bridgewater Place, Water Lane

Post town Leeds

County/Region

Postcode L S 1 1 S D R

Country

DX DX 12027 Leeds - 27

Telephone 0845 497 9797 ref 3263938



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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Short particulars

The amount secured by the Debenture is all actual, contingent, present and/or future obligations and liabilities of the Chargors to the Bank, whether as principal or surety and whether alone or jointly with any other party or parties, and including interest, legal and other costs, charges and expenses (the "**Secured Obligations**")

Capitalised terms used in this form are defined in the Appendix to this form.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 1 The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations charged in favour of the Bank
- 1 1 by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Schedule 2 to the Debenture (as described in Schedule 2 to this form) and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Chargor from time to time (the "**Legally Mortgaged Property**"),
- 1 2 by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property at the time of the Debenture or at any time during the continuance of the Security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor,
- 1 3 by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future,
- 1 4 by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of
 - 1 4 1 any Subsidiary, and
 - 1 4 2 any other body corporate,

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Debenture or thereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- 1 5 by way of fixed charge the goodwill of the Chargor and its uncalled capital at the date of the Debenture or at any time thereafter in existence,
- 1 6 by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the time of the Debenture or at any time thereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions,
- 1 7 by way of fixed charge all or any of the amounts at the date of the Debenture or from time to time after the date of the Debenture standing to the credit of any account of the Chargor with the Bank together with any interest accrued or accruing from time to time on any of those amounts and

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

all the other rights and claims of the Chargor in respect of any of those amounts and accounts;

1 8 by way of fixed charge all present and future book and other debts and monetary claims at the date of the Debenture or at any time thereafter due or owing to the Chargor (the "**Debts**") and all moneys which the Chargor receives in respect thereof together with all rights relating thereto including any security and remedies therefore, and

1 9 by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Bank by way of fixed charge by clause 3 1 of the Debenture (and as described in paragraph 1 of this form) (hereinafter referred to as the "**Floating Charge Property**")

2. The security constituted by or pursuant to the Debenture shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Bank may at any time hold in respect of any of the Secured Obligations and it is thereby declared that no prior security held by the Bank over the Charged Property or any part thereof shall merge in the Security created thereby or pursuant thereto

3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.

Conversion of floating charge and automatic crystallisation

4 If, at any time, an Event of Default or Potential Event of Default occurs or the Bank believes that any assets of the Chargor are in danger of being seized or sold under any form of distress, execution or other similar process then without prejudice to the provisions of Clause 6.2 of the Debenture (as described at paragraph 5 below) the Bank may, by notice in writing to the Chargor, convert the floating charge created by the Debenture into a fixed charge in relation to the assets specified in such notice (which assets need not be exclusively those assets which are in danger of seizure or sale) and the Bank shall further be entitled (but not bound) to take possession of or appoint a Receiver of such assets

5. If the Chargor charges, pledges or otherwise encumbers (whether by way of fixed or floating security) any of the property, assets and income comprising the Floating Charge Property or attempts so to do without the prior consent in writing of the Bank or if any creditor or other person levies any distress, execution, sequestration or other process against any of the said property, assets and income then in the absence of any notice or other action by the Bank pursuant to Clause 6 1 of the Debenture (as described

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged		
Please give us the short particulars of the property mortgaged or charged			
Short particulars	<p>at paragraph 4 above) the floating charge thereby created shall automatically operate as a fixed charge forthwith upon the occurrence of such event</p>		
Continuing security			
6	<p>The security constituted by the Debenture shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations and shall be binding until all the Secured Obligations have been discharged in full to the satisfaction of the Bank and the Bank has ceased to have any obligation whether actual or contingent to make any credit or accommodation available to the Chargor</p>		
Restrictions on Charged Property (Negative Pledge)			
7.	<p>The Chargor covenants that without the prior written consent of the Bank it shall not nor shall it agree or purport to:</p>		
7 1	<p>create or permit to subsist any Encumbrance whether in any such case ranking in priority to or pari passu with or after the security created by the Debenture save to the extent permitted or required under any Finance Document, or</p>		
7 2	<p>sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under any Finance Document</p>		
Definitions			
<p>Capitalised terms used in part 6 of this form are defined in the Appendix to this form</p>			

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Schedule 1: Chargors

<u>Chargors</u>	<u>Registered Office</u>	<u>Registered Number</u>
Hasgrove Plc	6th Floor, Number One First Street, Manchester, England, M15 4FN	05247414
Amaze Communication Services Limited	6th Floor, Number One First Street, Manchester, England, M15 4FN	02051287
Amaze Communication Services (Holdings) Limited	6th Floor, Number One First Street, Manchester, England, M15 4FN	02670935
Amaze (Europe) Limited	6th Floor, Number One First Street, Manchester, England, M15 4FN	06418202
Amaze (Holdings) Limited	6th Floor, Number One First Street, Manchester, England, M15 4FN	06417738
Amaze Public Limited Company	6th Floor, Number One First Street, Manchester, England, M15 4FN	02830448
Amaze Public Relations Limited	6th Floor, Number One First Street, Manchester, England, M15 4FN	03032605

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Amaze Technology Limited	6th Floor, Number One First Street, Manchester, England, M15 4FN	06385430
The Chase Creative Consultants Limited	1 North Parade, Parsonage Gardens, Manchester, M3 2NH,	02245163
Interel Holdings Limited	The Chapel, 380 Deansgate, Manchester, M3 4LY	05728122
Interel Consulting UK Limited	Greencoat House, Francis Street, London, SW1P 1DH	02715838
Interel European Affairs Limited	Suite 4B Greencoat House, Francis Street, London, SW1P 1DH,	03039508
Odyssey Interactive Limited	c/o Interact, 4th Floor Station House, Stamford New Road, Altrincham, Cheshire, WA14 1EP	03275461
Underwired Amaze Limited	6th Floor, Number One First Street, Manchester, England, M15 4FN	07036116

Schedule 2: Legally Mortgaged Property

The Debenture does not specify any freehold and /or leasehold property relating to the Chargor.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its continuation pages the following definitions apply

"Bank" has the meaning given in part 5 of this form

"Chargor" has the meaning given in part 1 of this form

"Chargors" means the companies identified in Schedule 1 to the Debenture (as described in Schedule 1 to this form)

"Charged Property" means the property, assets and income of the Chargor mortgaged or charged to the Bank (whether by way of legal mortgage or fixed or floating charge) by or pursuant to the Debenture and each and every part thereof.

"Debenture" has the meaning given in part 3 of this form

"Encumbrance" means any mortgage, charge, pledge, hypothecation, lien, assignment, option, right of set-off, right to acquire, right of pre-emption, security interest, trust arrangement and any other equity or preferential right or any agreement or arrangement to create any of them.

"Event of Default" means any non-payment by the Chargor or any other obligor of any amount due and payable under any Finance Document, any other breach by the Chargor or any other obligor of its obligations under any Finance Document or any other event or circumstance which constitutes an event of default (however described) under any Finance Document

"Finance Document" means any document creating or evidencing the terms of any Secured Obligation

"Floating Charge Property" has the meaning given to it in paragraph 1.9 of this form

"Legally Mortgaged Property" has the meaning given to it in paragraph 1.1 of this form.

"Potential Event of Default" means any event or circumstance which may become (with the passage of time, the giving of notice, the making of any determination or any combination thereof) an Event of Default

"Receiver" means a receiver appointed pursuant to the Debenture or pursuant to any applicable law including a receiver and manager.

"Secured Obligations" has the meaning given to it in part 4 of this form

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Security" means the security constituted by the Debenture

"Subsidiary" of a company or corporation means any person which is a "subsidiary undertaking" of such company or corporation as defined pursuant to Section 258 of the Companies Act 1985

Construction

In this form and its continuation pages (unless otherwise provided)

- 1 references to the Debenture and any provisions of the Debenture or to any other document or agreement are to be construed as references to the Debenture, those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time,
- 2 words importing the singular shall include the plural and vice versa,
- 3 references to a person shall be construed so as to include that person's assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, unincorporated body of persons or any state or any agency thereof,
4. references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute,
- 5 references to liability or liabilities are to be construed to include all liabilities and obligations whether actual, contingent, present or future and whether incurred solely or jointly,
6. the words **other** and **otherwise** shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible; and
7. the words **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any foregoing words.



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 2830448
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 MARCH
2011 AND CREATED BY AMAZE PUBLIC LIMITED COMPANY
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE CHARGORS TO KBC BANK N.V. LONDON BRANCH ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
5 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 APRIL 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES