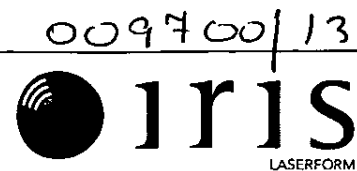


MG01

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

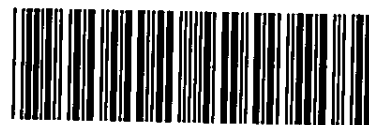
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to r
particulars of a charge for a s
company To do this, please
form MG01s

THURSDAY



A263NH1E

A09

11/04/2013

#9

COMPANIES HOUSE

1

Company details

Company number

0 3 8 3 1 9 6 9

Company name in full

Concept Venues Limited

8

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

d 0 d 4 m 0 m 4 y 2 y 0 y 1 y 3

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 dated 4 April 2013 (the "**Deed**") between (1) Concept Venues
Limited (the "**Borrower**") and (2) Sphere Entertainment Limited (the
"**Lender**").

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 owned
jointly or severally, as principal or surety and/or
in any other capacity whatsoever, under or in
connection with the Finance Documents together with
all interest on such monies and liabilities (the
"**Secured 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 Sphere Entertainment Limited (Company No 02913930)

Address 36 Bridle Lane, London

Postcode W 1 F 9 B Z

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

Part 1 - Particulars of the property mortgaged or charged

Charge

1. The charges contained in clause 3.1 of the Deed were given by the Borrower to the Lender as continuing security for the payment and discharge of the Secured Liabilities and were given with full title guarantee. The Borrower charged to the Lender all its right, title and interest from time to time from the date of the Deed in each of the following assets:

1.1 by way of legal mortgage all Properties owned by the Borrower at the date of the Deed;

1.2 by way of fixed charge:

(a) all Properties acquired by the Borrower after the date of the Deed and all interests of the Borrower in freehold or leasehold property not effectively mortgaged or charged by clauses 3.1(a) and 3.1(6)(i) of the Deed;

(b) all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties at the date of the Deed and thereafter;

(c) 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;

(d) the Securities;

(e) the Monetary Claims,

MG01

Particulars of a mortgage or charge

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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

N/A

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 ROSENBLATT

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 Natalia Spyrides

Company name Rosenblatt Solicitors

Address

Post town

County/Region

Postcode E C 4 A 3 A F

Country

DX DX 493 London/Chancery Lane

Telephone 020 7955 0880



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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(f) the Accounts;

(g) the Related Rights under or in connection with the Securities, the Accounts, the Properties, the Charged Property, the Monetary Claims and the Equipment;

(h) its present and future goodwill and uncalled capital, and

(i) all Equipment.

1 3 by way of floating charge, the whole of the Borrower's undertaking, property, assets and rights at the date of the Deed and thereafter, which were not for any reason effectively mortgaged, charged or assigned pursuant to clause 3.1(a) and clause 3 1(6) of the Deed

Further Assurance

Under the Deed, the Borrower, at its own cost, is required to prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender shall in its absolute discretion from time to time require over all or any part of the Charged Property.

Part 2 - Definitions

"Account" means any account opened or maintained by the Borrower at any bank or financial institution

"Administrator" means an administrator appointed to manage the affairs, business and property of the Borrower pursuant to paragraph 15 of Schedule 4 of the Deed.

"Charged Property" means all the assets, property and undertaking for the time being subject to the security interests created by the Deed (and references to the Charged Property include references to any part of it)

"Costs" means all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.

"Demand" means a demand for repayment made under the Loan Agreement

"Encumbrance" means 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.

"Environment" means all of the air, water and land including the air within buildings and the air within other natural or man-made structures above or below ground, ground and surface water and surface and sub-surface soil

MG01 - continuation page

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

"Equipment" means all plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property owned by the Borrower at the date of the Deed and any time thereafter, including any part of it and all spare parts, replacements, modifications and additions.

"Finance Documents" the Loan Agreement, the Deed and any other document designated as such by the Lender and the Borrower

"Loan Agreement" means the loan agreement entered into on 4 April 2013 between the Borrower and the Lender.

"Monetary Claims" means all book and other debts and monetary claims at the time of the Deed and any time thereafter owing to the Borrower (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt.

"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, owned by the Borrower at the date of the Deed or thereafter or in which the Borrower holds an interest and **Property** means any of them.

"Receiver" means a receiver and/or manager of any or all of the Charged Property appointed pursuant to paragraph 6 of Schedule 4 of the Deed

"Related Rights" means means in relation to any Charged Property

- (a) the proceedings of sale of any part of that Charged Property;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and

any moneys and proceeds paid or payable in respect of that Charged Property.

"Securities" means means all the right, title and interest of the Borrower, at the date of the Deed and thereafter, in any

- (a) stock, shares, bonds, debentures, loan stocks, or other securities issued by any person;

MG01 - continuation page

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

(b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and

(c) units or other interests in any unit trust or collective investment scheme

"Security Period" the period starting at the date of the Deed and ending on the date on which all the Secured Liabilities have been unconditionally



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

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

**COMPANY NO. 3831969
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 APRIL 2013
AND CREATED BY CONCEPT VENUES LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO SPHERE ENTERTAINMENT 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 11 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2013

DX

