

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.

Please go to www.companieshouse.gov.uk

COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR02



A2OF1BFN

A03

31/12/2013

#165

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

TUESDAY

1 Company details

Company number 0 6 2 7 8 4 9 4

Company name in full Music & Media Solutions Ltd

For official use
Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 7 1 2 2 0 1 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lloyds TSB Bank Plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**☐ **No**

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Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Peter Currie

X

PETER CURRIE
TECHNICAL EXPERT

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
Shona Smith

Company name
Lloyds TSB Bank Plc

Address
5th Floor, 110 St Vincent Street

Post town
Glasgow

County/Region

Postcode
G 2 5 E R

Country

DX
554160 Glasgow 53

Telephone
08458358025



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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

MR01 - continuation page

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6278494

Charge code: 0627 8494 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th December 2013 and created by MUSIC AND MEDIA SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st December 2013.

Given at Companies House, Cardiff on 7th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

9X

THIS DEED OF ACCESSION is made the 27th day of December 2013

BETWEEN

- (1) **THE SEVERAL COMPANIES AND/OR LIMITED LIABILITY PARTNERSHIPS** specified in Part I of the schedule hereto (the "**Existing Companies**"),
- (2) **THE COMPANIES** specified in Part II of the schedule hereto (the "**Further Companies**"), and
- (3) **LLOYDS TSB BANK plc** (the "**Bank**")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 3rd December 2012 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement is hereinafter referred to as the "**Principal Deed**")

NOW THIS DEED WITNESSETH as follows

- 1 In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein
- 2 The parties hereto hereby agree that the Further Companies shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing)
- 2 1 each Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank
 - 2 1 1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies and any other Further Company to the Bank anywhere or for which any one or more of the Existing Companies and any other Further Company 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 generality of the foregoing)
 - (a) in the case of the liquidation, administration or dissolution of any such Existing Company or Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company or Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
 - (b) in the event of the discontinuance of the Guarantee in respect of any Existing Company or any Further Company, 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 Existing Company or Further Company 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 Existing Company or Further Company 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 Existing Company or Further Company,
 - 2 1 2 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 Existing Companies

and the Further Companies or, in the absence of such agreement, at the rate, in the case of any 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

- 2 1 3 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 Existing Company or Further Companies 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 2 1 2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Companies under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed,

- 2 2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank

- 2 2 1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any more of the Further Companies to the Bank anywhere or for which any one or more of the Further Companies 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 generality of the foregoing)

- (a) in the case of the liquidation, administration or dissolution of such Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
- (b) in the event of the discontinuance of the Guarantee in respect of such Further Company, 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 Further Company 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 Further Company 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 Further Company,

- 2 2 2 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 such Further Company or, in the absence of such agreement, at the rate, in the case of any 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

- 2 2 3 commission and other banking charges and legal 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 Existing Company or such Further Company 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 2 2 2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed,

- 2 3 without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Companies and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Companies, the Existing Companies or any of them
- (a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities, and
 - (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities,
- 2 4 each Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Secured Obligations
- 3 ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if each Further Company had been one of the Companies parties to the Principal Deed
- 4 This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument Any party to this deed may enter into it by executing any such counterpart

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Companies and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 3rd December 2012

The Schedule

Part I - The Existing Companies

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
Mama & Company Limited (formerly Mama Group Limited)	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
Mama New Music Limited (formerly 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
Globalgathering Group Limited (formerly 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

Part II - The Further Companies

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
Juno Newco Limited	08249914	59-65 Worship Street, London, EC2A 2DU
Hoxton Bar & Kitchen Limited	03496828	59-65 Worship Street, London, EC2A 2DU

I 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

Peter Currie
For and on behalf of Lloyds TSB Bank plc

PETER CURRIE
TECHNICAL EXPERT

Date

30.12.13

Lloyds TSB Bank Plc
WBM Lloyds Securities
5th Floor
110 St Vincent Street
Glasgow
G2 5ER

SIGNED as a deed by Juno Newco Limited acting by its:

... KIRSTY MCKINNON ... (insert full name)
Director

... [redacted] ... (signature)

GARY EZARD ... (insert full name)
Director/Secretary

... [redacted] ... (signature)

in the presence of
Witness

SARAH MARTIN ... (name)

[redacted] ... (signature)

Address

Occupation

lawyer ...

SIGNED as a deed by Mama & Company Limited acting by its

... KIRSTY MCKINNON ... (insert full name)
Director

... [redacted] ... (signature)

GARY EZARD ... (insert full name)
Director/Secretary

... [redacted] ... (signature)

in the presence of
Witness

SARAH MARTIN ... (name)

[redacted] ... (signature)

Address

Occupation

lawyer ...

SIGNED as a deed by the Existing Companies other than Mama & Company Limited acting by Mama & Company Limited their duly authorised attorney acting by its:

... KIRSTY MCKINNON ... (insert full name)
Director

... [redacted] ... (signature)

GARY EZARD ... (insert full name)
Director/Secretary

... [redacted] ... (signature)

in the presence of
Witness

SARAH MARTIN ... (name)

[redacted] ... (signature)

Address

Occupation

lawyer ...

* Delete as applicable