

MG01

Particulars of a mortgage or charge



964817/11

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

TUESDAY



LD3

L13MC2TM

28/02/2012

COMPANIES HOUSE

#42

1 Company details

Company number 0 7 3 0 4 9 2 5

Company name in full 1 Click Music Limited

→ **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 21 02 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 dated 21 FEBRUARY 2012 made between 1 Click Music Limited (the
"Company") and Edge Performance VCT plc (the "Creditor") (the
"Debenture")

4 Amount secured

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

Amount secured All monies obligations and liabilities which shall
from time to time (and whether on or at any time
after any demand or judgment) be due owing or
incurred from the Company to the Creditor, whether
actually or contingently and whether solely or
jointly with any other person and in whatever style
or name and whether as principal or surety and/or
in any other capacity under (including, without
limitation, those arising under Clause 12 3.2 of
the Debenture) together with all interest accruing
in respect of such monies obligations or
liabilities and all Costs in respect of such monies
obligations or liabilities (the "Secured
Liabilities")

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

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4

Amount secured

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

Amount secured

Under Clause 12 3 2 any release, discharge or settlement between the Company and the Creditor shall be deemed conditional on no payment or security received by the Creditor in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement the Creditor may recover the value or amount of such security or payment from the Company subsequently as if such release, discharge or settlement had not occurred.

DEFINITIONS

"Assigned Agreements" means the agreements referred to in Schedule 1 of the Debenture, the rights under which are assigned pursuant to Clause 3.1.4 of the Debenture (as set out in paragraph (4) in Section 6 below)

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

"Charged Property" means 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)

"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.

"Designated Account" means any account nominated by the Creditor as a designated account for the purposes of the Debenture

"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

"Equipment" means 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 Company, including any part of it and all spare parts, replacements, modifications and additions

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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

(3) assigns to the Creditor, by way of first fixed charge, all its rights in any policies of insurances or assurance present or future (including, without limitation, any insurances relating to the Properties or the Equipment);

(4) assigns to the Creditor, by way of first fixed charge, to the extent the same are assignable the benefit of the Assigned Agreements and the benefit of any guarantee or security for the performance of the Assigned Agreements,

(5) assigns to the Creditor, by way of first fixed charge, all other contracts and agreements not listed as Assigned Agreements; and

(6) charges to the Creditor, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to (1) to (5) above (inclusive).

NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company shall not at any time, except with the prior written consent of the Creditor:

(1) create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than the Debenture, or

(2) 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 in the case of Charged Property which is only subject to an uncrystallised floating charge, or

(3) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

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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

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

Name	Edge Performance VCT plc
Address	1 Marylebone High Street
	London
Postcode	W 1 U 4 L 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

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee:

(1) charges to the Creditor, by way of first legal mortgage, all the Properties as listed in Schedule 2 of the Debenture;

(2) charges to the Creditor, by way of first fixed charge

a) all Properties acquired by the Company in the future,

b) all present and future interests of the Company not effectively mortgaged or charged under (1) and (2)(a) above in, or over, freehold or leasehold property,

c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,

d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Charged Property, and all rights in connection with them,

e) all present and future goodwill and uncalled capital for the time being of the Company,

f) all the Equipment,

g) all the Intellectual Property,

h) all the Book Debts,

i) all the Investments, and

j) 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)

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>"Intellectual Property" means the Company'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.</p> <p>"Investments" means 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 Company, including all rights accruing or incidental to those investments from time to time including without limitation all those shares held by it in the Group Companies.</p> <p>"Properties" means 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 Company, or in which the Company holds an interest (including (but not limited to) the properties which are briefly described in Schedule 2) and Property means any of them</p> <p>PROPERTIES LISTED IN SCHEDULE 2 OF THE DEBENTURE</p> <p>None</p> <p>ASSIGNED AGREEMENTS REFERRED TO IN SCHEDULE 1 OF THE DEBENTURE</p> <p>None</p>

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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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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 **Melissa Needham**

Company name **DAC Beachcroft LLP**

Address **100 Fetter Lane**

Post town **London**

County/Region

Postcode **E C 4 A 1 B N**

Country

DX **DX 45 London**

Telephone **020 7242 1011**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7304925
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
FEBRUARY 2012 AND CREATED BY 1 CLICK MUSIC LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO EDGE PERFORMANCE VCT PLC 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 28 FEBRUARY
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 MARCH 2012

OK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES