

703237-23 ✓

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

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

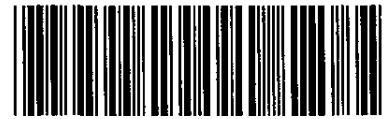
✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 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. It must be scanned and placed on the public record. **Do not send the original.**



A8K89WG3

A24

13/12/2019

#17

COMPANIES HOUSE

1 Company details

Company number 0 8 2 2 0 9 8 4 ✓

Company name in full HUB AUDIO VISUAL LIMITED ✓

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 Charge creation date

Charge creation date d 1 0 m 1 2 y 2 0 1 9 ✓

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 ✓ HUB HOLDINGS GROUP LIMITED ✓

Name

Name

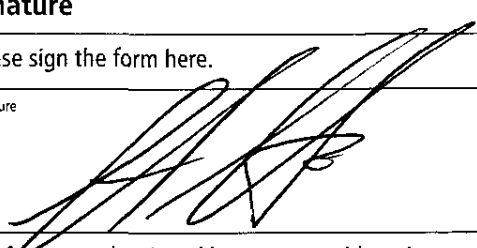
Name

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.

MR01

Particulars of a charge

4	Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>
	Brief description	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">✓</div> <div>not applicable</div> </div>	
5	Other charge or fixed security	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <div></div> </div>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 </div> <div></div> </div> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Yes </div> <div></div> </div>	
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div> <div></div> </div>	
8	Trustee statement¹	<p>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.</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> </div> <div></div> </div>	<p>¹ This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	<p>Please sign the form here.</p> <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">X</div> <div style="flex-grow: 1; text-align: center;">  </div> <div style="margin-left: 10px;">X</div> </div> <p>This form must be signed by a person with an interest in the charge.</p>	
	Signature		

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **Mr Enis Rifat**

Company name **Miya Solicitors**

Address **247 High Road**

Post town **London**

County/Region

Postcode **N 2 2 8 H F**

Country **United Kingdom**

DX **DX 135581 Wood Green 4**

Telephone **0203 750 4451**



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8220984

Charge code: 0822 0984 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th December 2019 and created by THE HUB AUDIO VISUAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2019.

DT

Given at Companies House, Cardiff on 17th December 2019



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS DEBENTURE is made on the 10th day of December 2019

BETWEEN:

- (1) **Hub Audio Visual Limited** company number 08220984 (the '**Borrower**')
- (2) **Hub Holdings Group Limited** company number 11824438 (the '**Lender**')

IT IS AGREED as follows:

1. This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.2 (floating charge).
2. The Borrower covenants that it will on demand pay to the Lender all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Lender, when the same become due for payment or discharge, whether by acceleration or otherwise and whether such monies, obligations or liabilities are expressed or implied; present, future, actual or contingent; joint or several; incurred as principal or surety.
3. The liabilities referred to in clause 2 shall, without limitation, include all costs charges, expenses and liabilities incurred as a result of, or pursuant to, the exercise of the rights and powers contained in this Deed.

4. CHARGES

4.1 Fixed Charge

The Borrower charges to the Lender with full title guarantee as a continuing security for the payment and discharge of the obligations and liabilities of the Borrower to the

Lender the following assets, both present and future by way of fixed charge:

4.1.1 All plant and machinery owned by the Borrower and its interest in any plant and machinery in its possession; 4.1.

4.1.2 All shares held by it and/or any nominee on its behalf and all Related Rights;

4.1.3 All benefits in respect of the Insurances including all claims and the refund of any premiums;

Signed _____
MIYA SOLICITORS



GRIS RIFAT
SOLICITOR ✓
11/12/19

4.1.4 Its rights under the appointment of any managing agent of any of the Properties;

4.1.5 The Deposits;

4.1.6 All of its book debts, other debts and prepayments, the proceeds of the same and all monies due and owing to it together with the full benefit of all Security Interest, Collateral Instruments and other rights relating to any of the foregoing;

4.1.7 All its goodwill and uncalled capital from time to time; and

4.1.8 The benefit of all Authorisations held in connection with its business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets.

4.2 Floating Charge

The Borrower charges to the Lender as a continuing security for the payment and discharge of all obligations and liabilities due by the Borrower to the Lender by way of floating charge all its undertaking, property, rights and assets whatsoever and wheresoever both present and future, other than any property, rights or assets from time to time effectively charged by way of fixed charge pursuant to clause 4.1 (fixed charge).

4.3 Conversion of floating charge by notice

The Lender may by notice to the Borrower convert the floating charge created by this Deed into a fixed charge as regards all or any of the Borrower's assets specified in the notice if:

4.3.1 a default is continuing; or

4.3.2 the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution, sequestration or other process or to be otherwise in jeopardy.

4.4 Automatic conversation

Notwithstanding anything contained in this Deed if, without the prior written consent of the Lender, or as permitted under this Deed:

4.4.1 the Borrower creates any Security Interest (whether by way of fixed or floating Security Interest) over, or otherwise encumbers, any of the Charged Assets subject to a floating charge under this Deed or attempts to do so; or

4.4.2 any person levies or attempts to levy any distress, attachment, execution, sequestration or other process against any of the Charged Assets,

the floating charge created by this Deed over such of the Charged Assets shall automatically without notice operate and have effect as a fixed charge instantly such event occurs.

5. Undertakings

5.1 The Borrower will not create or agree to create or permit to subsist any Security Interest over any part of the Charged Assets

5.2 The Borrower will not, without the prior Witten consent of the Lender;

(i)Set off, vary, postpone or release any of the debts;

(ii)Factor or assign its debts; or

(iii) Do or omit to do anything which may delay or prejudice the full recovery of any Debt.

5.3 The Borrower will deposit with the Lender (to be held at the risk of the Borrower) all documents relating to the Charged Assets as the Lender may require.

5.4 Compliance with covenants

The Borrower will:

5.4.1 observe and perform all covenants, burdens, stipulations, requirements and obligations from time to time affecting the Charged Assets or the use, ownership, occupation, possession or other enjoyment of the Charges Assets whether imposed by statute, contract. Lease or otherwise:

5.4.2 do all act necessary to preserve its rights, title and interest in and to the Charged Assets; and not, without the written prior consent of the Bank, enter into any onerous restrictive obligations affecting any of the Charged Assets.

6. Restrictions on dealing with Charged Assets

6.1 The Borrower will not, without the prior written consent of the Lender (whether by single transaction or a series of related or unrelated transaction and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the assets described in clause 4.1 (Fixed Charge) or agree to do so.

6.2. The Borrower will not, without the prior written consent of the Lender (whether by single transaction or a series of related or unrelated transaction and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the assets described in clause 4.2 (Floating Charge) or agree to do so, other than in the ordinary course of business.

7. Appointment and Powers of Administrator and Receiver

7.1 At any time on or after the date on which the Lender demands the payment or discharge of all or any part of the secured liabilities or, if earlier, the date on which an application is made or other action is taken for the administration of the Borrower, or if requested by the Borrower, or if requested by the Borrower, the Lender may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint:

- (i) A Receiver of the Charged Assets or any part thereof; or
- (ii) administrator of the Borrower.

7.2 Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Lender may specify to the contrary in the appointment.

7.3. The Lender may (subject to section 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place and may (subject to the provisions of any applicable law) replace an administrator of the Borrower previously appointed by the Lender where there is a vacancy in such office.

7.4 A Receiver shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.

7.5 A Receiver shall have all the powers conferred from time to time on receivers, administrative receivers and administrators by statute and power on behalf and at the expense of the Borrower to do, or omit to do, anything which the Borrower could do, or omit to do, in relation to the Charged Assets or any part thereof.

7.6 The Lender may from time to time determine the remuneration of any Receiver and section 109 (6) of the Law of Property Act 1925 shall be varied accordingly.

7.7 All moneys received by the Lender or by any Receiver shall be applied , after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the secured liabilities , in or towards satisfaction of such of the secured liabilities and in such order as the Lender in its absolute discretion may from time to time conclusively determine , except that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time conclusively determine and the Receiver may retain the same for such period as he and the Lender consider expedient.

8. Indemnities

8.1 Enforcement costs

The Borrower shall on demand indemnify the Lender against any costs, loss or liability incurred by the Lender as a result of the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the charged Assets.

9. Assignments and transfers by the Borrower

The Borrower may not assign any of its rights or transfer any of its rights or obligations under this Deed.

10. Assignments and transfers by the Lender and disclosure

The Lender may assign and transfer any of its rights and obligations under this Deed to any person or otherwise grant an interest in them to any person.

11. Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

12. Notices

Any communication to be made by the Lender under or in connection with this Deed shall be made in writing and unless otherwise stated, may be made by fax or letter to the address of the Borrower last known to the Lender.

13. Third Party Rights

Save as permitted in this Deed, a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

14. Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and construed in accordance with, English Law.

This Deed has been entered into as a Deed at the date stated at the beginning of this Deed.

Signatories

Borrower

Executed as a Deed

by the Borrower

acting by a director in the presence of:

Signature of witness:  A. El-Fouani

Name AYA EL-FOUANI

Address MIYA SOLICITORS

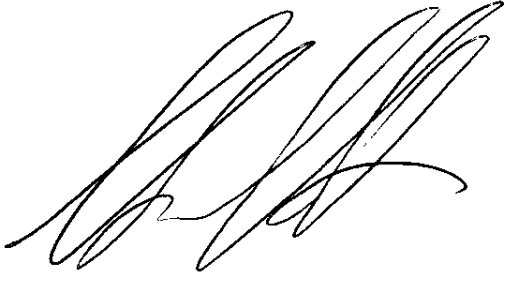
247 HIGH ROAD, WOOD GREEN
LONDON, N22 8HF.

Lender

Executed as a Deed

by the Lender

acting by a director in the presence of:

Signature of witness:  A. El-Fouani

Name AYA EL-FOUANI

Address MIYA SOLICITORS

247 HIGH ROAD, WOOD GREEN
LONDON, N22 8HF.