

MG01

Particulars of a mortgage or charge



152520/39

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

COMPANIES HOUSE

☒ **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



L31V9YVM

LD2

01/11/2011

61

1 Company details

Company number 0 4 4 9 4 0 3 6

Company name in full Livebookings Limited ("Company")

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 Date of creation of charge

Date of creation d2 d5 m1 m0 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 created by the Company in favour of Bluecrest Capital Finance
L P ("Chargee") (the "Deed").

4 Amount secured

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

Amount secured

4(7)
1
1
All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of any Group Company to the
Chargee on any account whatsoever, including but
not limited to, under or pursuant to any Finance
Document (including all monies covenanted to be
paid under the deed) (the "Secured Obligations").

Continuation page

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

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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

Continuation page

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

Name Bluecrest Capital Finance L.P.
Address 225 West Washington Street, Suite 200
Chicago, USA
Postcode I L 6 0 6 0 6

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 Please See Continuation pages.

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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

None.

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 DLA PIPER UK LLP

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 Sarah Moffat

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



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

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6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>1. GRANT OF SECURITY</p> <p>1 1 Nature of security</p> <p>All Security Interests and dispositions created or made by or pursuant to the Deed are created or made</p> <p>1 1 1 in favour of the Chargee,</p> <p>1 1 2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and</p> <p>1 1 3 as continuing security for payment of the Secured Obligations</p> <p>1 2 Qualifying floating charge</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).</p> <p>2. FIXED SECURITY</p> <p>2 1 Fixed charges</p> <p>The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:</p> <p>2 1 1 by way of first legal mortgage:</p> <p>2 1 1 1 the Property (if any) specified in part 1 of schedule 2 (<i>Details of Security Assets</i>) of the Deed, and</p> <p>2 1 1 2 all other Property (if any) at the date of the Deed vested in, or charged to, the Company (not charged by clause 4.1(a)(i) of the Deed),</p> <p>2 1 2 by way of first fixed charge</p> <p>2 1 2.1 all other Property and all interests in Property (not charged by clause 4.1(a) of the Deed);</p> <p>2 1 2.2 all licences to enter upon or use land and the benefit of all other agreements relating to land; and</p> <p>2 1 2.3 the proceeds of sale of all Property,</p> <p>2 1.3 by way of first fixed charge all plant and machinery (not charged by clauses 4.1(a) or 4 1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>2 1 4 by way of first fixed charge</p>	

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>2 1 4 1 all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Deed); and</p> <p>2 1 4 2 the benefit of all contracts, licences and warranties relating to the same,</p> <p>2 1 5 by way of:</p> <p>2 1 5 1 first fixed charge the Charged Securities referred to in part 2 of schedule 2 (<i>Details of Security Assets</i>) of the Deed;</p> <p>2 1 5 2 first fixed charge all other Charged Securities (not charged by clause 4 1(e)(i) of the Deed),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>2 1 6 by way of first fixed charge</p> <p>2 1 6 1 the Intellectual Property specified in part 3 of schedule 2 (<i>Details of Security Assets</i>) of the Deed, and</p> <p>2 1 6 2 all other Intellectual Property (if any) (not charged by clause 4 1(f)(i));</p> <p>2 1 6 3 to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Deed, by way of first fixed charge, such Assigned Asset,</p> <p>2 1 7 by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)</p> <p>2.1 7 1 the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and</p> <p>2.1 7 2 any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and</p> <p>2.1 8 by way of first fixed charge all of the goodwill and uncalled capital of the Company</p> <p>2 2 Security assignments</p> <p>The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to</p> <p>2 2 1 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom, and</p> <p>2 2 2 the Insurances, all claims under the Insurances and all proceeds of the Insurances</p> <p>To the extent that any Assigned Asset described in clause 4 2(b) of the Deed is not</p>

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Short particulars	<p>assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances</p> <p>2.3 Assigned Assets</p> <p>The Chargee is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed</p> <p>3. FLOATING CHARGE</p> <p>3 1 The Company charged and agreed to charge by way of first floating charge all of its present and future</p> <p>3 1 1 assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4 1 (<i>Fixed charges</i>) of the Deed, clause 4 2 (<i>Security assignments</i>) of the Deed or any other provision of the Deed, and</p> <p>3 1 2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.</p> <p>4. CONVERSION OF FLOATING CHARGE</p> <p>4 1 Conversion by notice</p> <p>The Chargee may, by written notice to a Charging Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if</p> <p>4.1 1 an Event of Default has occurred and is continuing beyond any applicable grace period permitted under Condition 14 of Schedule 2 to the Note Instrument, or</p> <p>4 1 2 the Chargee (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.</p> <p>4 2 Small companies</p> <p>The floating charge created under the Deed by any Charging Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company.</p> <p>4 3 Automatic conversion</p> <p>The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge.</p>	

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Short particulars	<p>4.3 1 in relation to any Security Asset which is subject to a floating charge if</p> <p>4 3 1 1 the Company creates (or attempts or purports to create) any Security Interest (other than a Permitted Security Interest) on or over the relevant Security Asset without the prior written consent of the Chargee, or</p> <p>4 3.1 2 any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, other than challenges to or prosecution of the Intellectual Property, and</p> <p>4 3 2 over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Chargee gives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).</p> <p>4 4 Partial conversion</p> <p>The giving of a notice by the Chargee pursuant to clause 6 1 (<i>Conversion by notice</i>) of the Deed in relation to any class of assets of any Charging Company shall not be construed as a waiver or abandonment of the rights of the Chargee to serve similar notices in respect of any other class of assets or of any other right of the Chargee</p> <p>5. CONTINUING SECURITY</p> <p>5 1 Continuing security</p> <p>It was agreed that the Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part It was agreed that the Deed shall remain in full force and effect as a continuing security for the duration of the Security Period</p> <p>5 2 Additional and separate security</p> <p>It was agreed that the Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Chargee may at any time hold for any Secured Obligation</p> <p>5 3 Right to enforce</p> <p>It was agreed that the Deed may be enforced against the Company without the Chargee first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.</p> <p>6. LIABILITY OF THE COMPANY RELATING TO SECURITY ASSETS</p> <p>Notwithstanding anything contained in the Deed or implied to the contrary, it was agreed that the Company remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets It was agreed that the Chargee is under no obligation to perform or fulfil any such condition or obligation or to make any payment in</p>

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Short particulars	<p>respect of any such condition or obligation</p> <p>7. UNDERTAKINGS BY THE COMPANY</p> <p>7 1 Negative pledge and disposals</p> <p>It was agreed that the Company shall not do or agree to do any of the following without the prior written consent of the Chargee</p> <p>7 1 1 create or permit to subsist any Security Interest on any Security Asset except for a Security Interest which is permitted by the Note Instrument, or</p> <p>7 1 2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a disposal which is permitted by the Note Instrument</p> <p>7 2 Security Assets generally</p> <p>It was agreed that the Company shall</p> <p>7 2 1 not, except with the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed), enter into any unduly onerous or restrictive obligation affecting any Security Asset,</p> <p>7 2 2 not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect), save that the relevant Charging Company may take, cause or permit any action, or make any omission, in respect of Intellectual Property provided that such action or omission is in the ordinary course of business and does not have a Material Adverse Effect</p> <p>7 3 Property matters</p> <p>7.3 1 It was agreed that the Company shall not, except with the prior written consent of the Chargee or as expressly permitted under the Note Instrument, confer on any person</p> <p>7 3 1.1 any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);</p> <p>7 3 1.2 any right or licence to occupy any land or buildings forming part of the Property, or</p> <p>7 3 1 3 any licence to assign or sub-let any part of the Property.</p> <p>7 3.2 It was agreed that the Company shall not carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure</p>	

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Short particulars	<p>of, or a change of use of, any part of the Property, without first obtaining the written consent of the Chargee.</p> <p>7 3 3 It was agreed that the Company shall not do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined</p> <p>7.4 Dealings with and realisation of Receivables and operation of Security Accounts</p> <p>It was agreed that upon the occurrence of any Event of Default (which has not been remedied within the grace periods permitted under Condition 14 of Schedule 2 to the Note Instrument), the Company, without prejudice to clause 10 1 (<i>Negative pledge and disposals</i>) of the Deed (but in addition to the restrictions in that clause), shall not, without the prior written consent of the Chargee, sell, assign, charge, factor or discount or in any other manner deal with any Receivable</p> <p>7.5 Charged Investments</p> <p>It was agreed that the Company shall not nominate another person to enjoy or exercise all or any specified rights of the Company in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.</p> <p>7 6 Relevant Contracts</p> <p>7 6 1 It was agreed that the Company shall not, except with the prior written consent of the Chargee, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract.</p> <p>7.6 2 It was agreed that the Company shall duly perform its obligations under each Relevant Contract, shall notify the Chargee of any material default by it or any other party under any Relevant Contract and shall not take any action which will reduce or impede recoveries in respect of any Assigned Asset</p> <p>8. POWER TO REMEDY</p> <p>It was agreed that at any time following an Event of Default (and taking into consideration any applicable grace period permitted under Condition 14 of Schedule 2 to the Note Instrument), the Chargee (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default The Company irrevocably authorised the Chargee and its employees and agents by way of security to do all things (including entering the property of the Company) which are necessary or desirable to rectify that default</p> <p>9. WHEN SECURITY BECOMES ENFORCEABLE</p> <p>9 1 When enforceable</p> <p>The Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing</p>	

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Short particulars	<p data-bbox="312 465 608 499">9 2 Statutory powers</p> <p data-bbox="408 528 1503 622">The power of sale and other powers conferred by section 101 of the Act (as amended or extended by the Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.</p> <p data-bbox="312 651 560 685">9 3 Enforcement</p> <p data-bbox="408 714 1503 779">After the Security has become enforceable, the Chargee may in its absolute discretion enforce all or any part of the Security such manner as it sees fit.</p> <p data-bbox="312 808 847 842">10. ENFORCEMENT OF SECURITY</p> <p data-bbox="312 871 504 904">10 1 General</p> <p data-bbox="408 934 1503 1122">For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of the Deed Sections 93 and 103 of the Act shall not apply to the Security. The statutory powers of leasing conferred on the Chargee are extended so as to authorise the Chargee to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee may think fit and without the need to comply with section 99 or 100 of the Act</p> <p data-bbox="312 1151 676 1184">10 2 Powers of the Chargee</p> <p data-bbox="408 1214 1503 1308">10 2 1 At any time after the Security becomes enforceable (or if so requested by any Charging Company by written notice at any time), the Chargee may without further notice (unless required by law)</p> <p data-bbox="552 1337 1503 1433">10 2 1 1 appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets, and/or</p> <p data-bbox="552 1462 1503 1527">10 2 1 2 appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Company, and/or</p> <p data-bbox="552 1556 1503 1718">10 2 1 3 exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by the Deed) and/or all or any of the powers which are conferred by the Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or</p> <p data-bbox="552 1747 1503 1908">10 2 1 4 exercise (in the name of the Company and without any further consent or authority of the Company) any voting rights and any powers or rights which may be exercised by the person(s) in whose name the Charged Investments are registered, or who is the holder of any of them</p> <p data-bbox="408 1937 1503 2031">10.2 2 The Chargee is not entitled to appoint a Receiver in respect of any Security Assets of the Company which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act</p>	

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Short particulars	<p>2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company</p> <p>10 3 Redemption of prior mortgages</p> <p>At any time after the Security has become enforceable, the Chargee may:</p> <p>10 3 1 redeem any prior Security Interest against any Security Asset, and/or</p> <p>10 3.2 procure the transfer of that Security Interest to itself; and/or</p> <p>10 3 3 settle and pass the accounts of the holder of any prior Security Interest and any accounts so settled and passed shall be conclusive and binding on the Company</p> <p>All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Company to the Chargee on demand</p> <p>10 4 Privileges</p> <p>10 4 1 Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.</p> <p>10 4 2 To the extent that the Security Assets constitute "<i>financial collateral</i>" and the Deed and the obligations of the Company under the Deed constitute a "<i>security financial collateral arrangement</i>" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) each Receiver and the Chargee shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations</p> <p>10.4.3 For the purpose of clause 13 4(b) of the Deed, the value of the financial collateral appropriated shall be such amount as the Receiver or Chargee reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it</p> <p>10 5 No liability</p> <p>10 5 1 Neither the Chargee nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)</p> <p>10 5 2 Without prejudice to the generality of clause 13.5(a) of the Deed, neither the Chargee nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.</p>	

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Short particulars	<p>10 6 Protection of third parties</p> <p>No person (including a purchaser) dealing with the Chargee or any Receiver or its or his agents will be concerned to enquire</p> <p>10 6 1 whether the Secured Obligations have become payable; or</p> <p>10 6 2 whether any power which the Chargee or the Receiver is purporting to exercise has become exercisable, or</p> <p>10 6 3 whether any money remains due under any Finance Document, or</p> <p>10 6 4 how any money paid to the Chargee or to the Receiver is to be applied</p> <p>11. RECEIVER</p> <p>11 1 Removal and replacement</p> <p>The Chargee may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated</p> <p>11 2 Multiple Receivers</p> <p>If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document)</p> <p>11 3 Remuneration</p> <p>Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Chargee (or, failing such agreement, to be fixed by the Chargee).</p> <p>11 4 Payment by Receiver</p> <p>Only monies actually paid by a Receiver to the Chargee in relation to the Secured Obligations shall be capable of being applied by the Chargee in discharge of the Secured Obligations.</p> <p>11 5 Agent of the Company</p> <p>Any Receiver shall be the agent of the Company in respect of which it is appointed. The Company shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Chargee shall incur no liability (either to the Company or to any other person) by reason of the appointment of a Receiver or for any other reason</p>	

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Short particulars	<p>12. POWERS OF RECEIVER</p> <p>12 1 General powers</p> <p>Any Receiver shall have:</p> <p>12 1 1 all the powers which are conferred on the Chargee by clause 13 2 (<i>Powers of the Chargee</i>) of the Deed,</p> <p>12 1 2 all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act,</p> <p>12 1 3 (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986, and</p> <p>12 1 4 all powers which are conferred by any other law conferring power on receivers</p> <p>12 2 Additional powers</p> <p>In addition to the powers referred to in clause 15 1 (<i>General powers</i>), a Receiver shall have the following powers:</p> <p>12 2 1 to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed,</p> <p>12.2.2 to manage the Security Assets and the business of the Company as he thinks fit,</p> <p>12.2 3 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,</p> <p>12 2 4 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act. Fixtures may be severed and sold separately from the Property containing them, without the consent of the Company. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party). Any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit,</p> <p>12.2 5 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Company was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land),</p>	

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Particulars of a mortgage or charge

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Short particulars	<p>12 2 6 to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the Company and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Company,</p> <p>12 2 7 to take any such proceedings (in the name of the Company or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment),</p> <p>12 2 8 to enter into or make any such agreement, arrangement or compromise as he shall think fit,</p> <p>12.2.9 to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Chargee shall direct),</p> <p>12 2 10 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm),</p> <p>12.2 11 to form one or more subsidiaries of the Company, and to transfer to any such subsidiary all or any part of the Security Assets;</p> <p>12 2 12 to operate any rent review clause in respect of any Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease, and</p> <p>12 2 13 to</p> <p>12 2 13 1 give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset,</p> <p>12 2 13 2 exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute</p> <p>12 2 13 3 use the name of the Company for any of the above purposes</p> <p>13. SET-OFF</p> <p>13.1 Set-off</p> <p>13 1 1 The Chargee may (but shall not be obliged to) set off any obligation which is due and payable by the Company and unpaid (whether under the Finance Documents or which has been assigned to the Chargee by any other Charging Company) against any obligation (whether or not matured) owed by the Chargee to the Company, regardless of the place of payment, booking branch or currency of either obligation</p>	

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Particulars of a mortgage or charge

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Short particulars	<p>13 1 2 At any time after the Security has become enforceable and for as long as it remains enforceable (and in addition to its rights under clause 17 1(a) (<i>Set-off</i>) of the Deed, the Chargee may (but shall not be obliged to) set-off any contingent liability owed by the Company under any Finance Document against any obligation (whether or not matured) owed by the Chargee to the Company, regardless of the place of payment, booking branch or currency of either obligation</p> <p>13 1 3 If the obligations are in different currencies, the Chargee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off</p> <p>13 1.4 If either obligation is unliquidated or unascertained, the Chargee may set off in an amount estimated by it in good faith to be the amount of that obligation</p> <p>13 2 Time deposits</p> <p>Without prejudice to clause 17 1 (<i>Set-off</i>) of the Deed, it has been agreed that if any time deposit matures on any account which the Company has with the Chargee at a time within the Security Period when</p> <p>13 2.1 this Security has become enforceable, and</p> <p>13 2.2 no Secured Obligation is due and payable,</p> <p>such time deposit shall automatically be renewed for such further maturity as the Chargee in its absolute discretion considers appropriate unless the Chargee otherwise agrees in writing</p> <p>14. FURTHER ASSURANCES</p> <p>14 1 Further action</p> <p>14 1 1 The Company shall at its own expense, immediately do all acts and execute all documents as the Chargee or a Receiver may reasonably specify (and in such form as the Chargee or a Receiver may reasonably require) for</p> <p>14 1 1 1 creating, perfecting or protecting the Security intended to be created by the Deed or any other Finance Document,</p> <p>14.1 1 2 facilitating the realisation of any Security Asset,</p> <p>14 1 1 3 facilitating the exercise of any rights, powers and remedies exercisable by the Chargee or any Receiver or any delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or</p> <p>14 1 1 4 creating and perfecting Security in favour of the Chargee over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be</p>	

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Particulars of a mortgage or charge

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Short particulars	<p>created by or pursuant to the Deed or any other Finance Document</p> <p>This includes</p> <p>14 1 1 5 the re-execution of the Deed or such other Finance Document,</p> <p>14 1 1 6 the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Chargee or to its nominee; and</p> <p>14 1 1 7 the giving of any notice, order or direction and the making of any filing or registration,</p> <p>which, in any such case, the Chargee may think expedient</p> <p>14 2 Finance Documents</p> <p>The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Chargee by or pursuant to the Finance Documents</p> <p>14 3 Specific security</p> <p>Without prejudice to the generality of clause 19 1 (<i>Further action</i>) of the Deed, the Company will immediately upon request by the Chargee execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 5 (<i>Conversion of floating charge</i>)) of the Deed</p> <p>15. POWER OF ATTORNEY</p> <p>The Company, by way of security, irrevocably and severally appointed the Chargee, each Receiver and any of its or his delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under the Deed, including under clause 19 (<i>Further assurances</i>) of the Deed The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.</p> <p>16. MISCELLANEOUS</p> <p>16 1 Changes to the Parties</p> <p>16 1 1 It was agreed that the Company may not assign any of its rights under the Deed</p> <p>16 1 2 It was agreed that the the Chargee may assign or transfer all or any part of its rights under the Deed to any person The Company shall, immediately upon being requested to do so by the Chargee, enter into such documents as may be necessary</p>	

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Particulars of a mortgage or charge

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Short particulars	<p>or desirable to effect such assignment or transfer</p> <p>16 2 Tacking</p> <p>16 2 1 The Chargee shall perform its obligations under the Note Instrument (including any obligation to make available further advances)</p> <p>16 2 2 The Deed secures advances already made and further advances to be made</p> <p>17. ACCESSION</p> <p>Each Charging Company irrevocably authorises the Company to agree to, and execute as a deed, any duly completed Accession Deed as agent for and on behalf of such Charging Company</p> <p>18. RELEASE</p> <p>Upon the expiry of the Security Period (but not otherwise) the Chargee shall, at the request and cost of the Company, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.</p> <p>DEFINITIONS AND INTERPRETATIONS</p> <p>"Accession Deed" means an accession deed substantially in the form set out in schedule 6 of the Deed,</p> <p>"Act" means Law of Property Act 1925,</p> <p>"Assigned Asset" means the Security Assets expressed to be assigned pursuant to clause 4 2 (<i>Security assignments</i>) of the Deed,</p> <p>"Charging Companies" means the Company, Livebookings Holdings Limited and Loghos Limited,</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,</p> <p>"Charged Securities"</p> <p>(a) the securities specified in part 2 of schedule 2 (Details of Security Assets) of the Deed, and</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by the Company</p>

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Particulars of a mortgage or charge

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Short particulars		Please give the short particulars of the property mortgaged or charged
		or in which the Company has an interest at any time;
"Event of Default"		means any of the events specified in Condition 13 of the Note Instrument;
"Finance Documents"		means, together, the Note Instrument, any loan notes and loan note certificates issued under the Note Instrument from time to time, the Deed, the Guarantee, the Intercreditor Agreement, the Warrant Instrument, any warrant certificates issued under the Warrant Instrument from time to time and each other document executed at any time by any person as a guarantee of or security for the Company's obligations under the Note Instrument or any other document within this definition and any other document designated as such by the Chargee and the Company;
"Group"		means Livebookings Holdings Limited, the Company; Loghos Limited; Livebookings AB, Livebookings AG, Livebookings ApS, Livebookings Inc, Livebookings SL, BookaTable Verwaltungs GmbH, and Livebookings GmbH & Co KG, and any other subsidiary or holding company of any such company or companies from time to time;
"Group Company"		means Livebookings Holdings Limited and any of its subsidiaries from time to time;
"Guarantee"		means the guarantee and indemnity dated on or about the date hereof and granted by, inter alia, the Company in favour of the Chargee,
"Insurances"		means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Charging Company or in which a Charging Company from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in part 5 of schedule 2 (<i>Details of Security Assets</i>) of the Deed,
"Intellectual Property"		means all present and future intellectual property and industrial property, including (but not limited to) present and future patents, including (but not limited to) all applications, improvements, prolongations, extensions and rights to apply to such patents, trademarks, service marks, trade and business names and all goodwill related thereto, designs, copyrights, design rights, know-how, formulae, inventions; confidential information; trade secrets, database rights, domain names and computer software programmes, systems and codes, in all cases whether registered or unregistered and including the benefit of any licences or consents relating to any of the above

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Particulars of a mortgage or charge

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Short particulars		Please give the short particulars of the property mortgaged or charged
		<p>and all fees, royalties or other rights derived therefrom and incidental thereto in any part of the world (including, without limitation, the intellectual property rights (if any) specified in part 3 of schedule 2 (<i>Details of Security Assets</i>) of the Deed,</p> <p>"Intercreditor Agreement" has the meaning given to that term in the Note Instrument,</p> <p>"Material Adverse Effect" means a material adverse effect on:</p> <ul style="list-style-type: none"> (a) the ability of the Company to perform its payment and other material obligations under any of the Transaction Documents (as defined in the Note Instrument), or (b) the business, operations, financial condition, or assets of the Group as a whole, or (c) the validity or enforceability of, or the effectiveness or ranking of any Security Interests granted or purporting to be granted pursuant to any of, the Transaction Documents (as defined in the Note Instrument) or the rights or remedies of the noteholder under any of the Transaction Documents, <p>"Note Instrument" means the instrument dated on or about the same date of the Deed and made by the Company, pursuant to which the Chargee has subscribed for and/or is to subscribe for, certain loan notes in the Company,</p> <p>"Permitted Security Interest" the meaning given to that term in the Note Instrument,</p> <p>"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;</p> <p>"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (<i>Details of Security Assets</i>) of the Deed), together with</p> <ul style="list-style-type: none"> (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon, (b) all easements, rights and agreements in respect thereof,

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Particulars of a mortgage or charge

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Short particulars	<p style="text-align: center;">and</p> <p>(c) the benefit of all covenants given in respect thereof,</p> <p>"Receiver" means receiver, receiver and manager or administrative receiver appointed by the Chargee under this Deed,</p> <p>"Related Rights" means in relation to any Charged Security</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition,</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;</p> <p>"Relevant Contract" means each agreement specified in part 4 of schedule 2 (<i>Details of Security Assets</i>) of the Deed together with each other agreement supplementing or amending or novating or replacing the same,</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,</p> <p>"Security Interests" means any mortgage, pledge, lien, charge (whether fixed or floating), assignment by way of security, hypothecation, security interest, standard security, assignment or assignation by way of security or any other security agreement, retention of title, encumbrance of any kind of arrangement relating to existing or future assets having substantially the same economic effect as any of the foregoing (including, without limitation, the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien),</p> <p>"Security Period" means the period beginning on the date of the Deed and ending on the date on which:</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p>(b) the Chargee has no further commitment, obligation or liability under or pursuant to the Finance Documents or any other agreement or document between the Company and the Chargee</p>	

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Particulars of a mortgage or charge

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

"Warrant Instrument" has the meaning given to that term in the Note Instrument



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4494036
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 OCTOBER
2011 AND CREATED BY LIVEBOOKINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
GROUP COMPANY TO BLUECREST CAPITAL FINANCE L.P. 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 1 NOVEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 NOVEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES