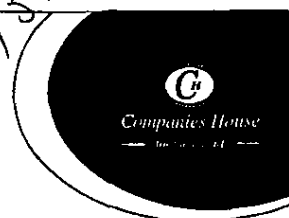


MG01

Particulars of a mortgage or charge

302300/52



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

X What this form is NOT for
You cannot use this form to report the particulars of a charge for a company. To do this, please use form MG01s.

THURSDAY



A30 08/11/2012 #108
COMPANIES HOUSE

<div> <div>1</div> <div>Company details</div> <div> <div>5</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div> <div>For official use</div> </div>									
<div> <div>Company number</div> <div> <div>0</div> <div>4</div> <div>4</div> <div>9</div> <div>4</div> <div>0</div> <div>3</div> <div>6</div> </div> </div>									
<div> <div>Company name in full</div> <div>Livebookings Limited</div> </div>									
<div> <div>2</div> <div>Date of creation of charge</div> </div>									
<div> <div>Date of creation</div> <div> <div> <div>d</div> <div>0</div> </div> <div> <div>d</div> <div>2</div> </div> <div> <div>m</div> <div>1</div> </div> <div> <div>m</div> <div>1</div> </div> <div> <div>y</div> <div>2</div> </div> <div> <div>y</div> <div>0</div> </div> <div> <div>y</div> <div>1</div> </div> <div> <div>y</div> <div>2</div> </div> </div> </div>									
<div> <div>3</div> <div>Description</div> </div>									
<div> <div>Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'</div> </div>									
<div> <div>Description</div> <div> <div>A debenture (the "Debenture") dated 2 November 2012 and entered into between Livebookings Limited (the "Guarantor") and Kreos Capital IV (Luxembourg) SARL (the "Lender")</div> </div> </div>									
<div> <div>4</div> <div>Amount secured</div> </div>									
<div> <div>Please give us details of the amount secured by the mortgage or charge</div> </div>									
<div> <div>Amount secured</div> <div> <div> <div>4</div> <div>+</div> <div>10</div> </div> <div> <div>All indebtedness, liabilities and obligations which are now or may at any time in the future be due, owing or incurred by the Guarantor to the Lender in any manner whatsoever, whether actual or contingent and whether owed jointly or severally, as principal or surety and whether under or in connection with the Guarantee Agreement (as defined below), any other document guaranteeing or creating security for or supporting the obligations of the Guarantor to the Lender in connection with the Loan Agreement (as defined below) or Guarantee Agreement, or the Debenture (including without limitation, those arising under Clause 19.2 of the Debenture) together with all interest (including without limitation default interest) accruing in respect of those liabilities and monies (the "Secured Obligations")</div> </div> </div> </div>									
<div> <div>Continuation page</div> <div>Please use a continuation page if you need to enter more details.</div> </div>									

MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.	Continuation page Please use a continuation page if you need to enter more details.
Name	✓ Kreos Capital IV (Luxembourg) SARL	
Address	9A boulevard Prince Henri	
	L-1724 Luxembourg	
Postcode		
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	<p>1 Pursuant to Clause 4.1 of the Debenture, the Guarantor charges and agrees to charge all the present and future right, title and interest of the Guarantor in and to the following assets which are at any time owned by the Guarantor or in which the Guarantor from time to time has an interest</p> <p>(1) by way of first legal mortgage all freehold, leasehold or other immovable property now vested in or charged to the Guarantor;</p> <p>(2) by way of first fixed charge</p> <p>(a) all other freehold, leasehold and other immovable property now or in the future belonging to the Guarantor (and not charged by paragraph 1(1) above),</p> <p>(b) all plant and machinery now or in the future belonging to the Guarantor other than fixed plant and machinery charged under paragraph 1(1) and 1(2)(a) above,</p> <p>(c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to all freehold, leased or other immovable property charged under the Debenture,</p> <p>(d) all computers, vehicles, office equipment and other equipment,</p> <p>(e) all cash of the Guarantor and all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person,</p> <p>(f) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Guarantor's business or the use of any Security Asset (as defined below), and all rights in connection with them,</p> <p>CONTINUED ON THE CONTINUATION PAGE</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(g) all Receivables (as defined below),</p> <p>(h) the Securities (as defined below),</p> <p>(i) the goodwill of the Guarantor and its uncalled capital both present and future,</p> <p>(j) all Intellectual Property (as defined below), and</p> <p>(k) all policies and contracts of insurance issued or entered into for the benefit of or by the Guarantor and all rights, claims and interests which the Guarantor has from time to time in any such policy or contract</p> <p>2 Pursuant to Clause 4.2 of the Debenture, the Guarantor assigns and agrees to assign absolutely to the Lender (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such consent has been granted) and subject to a proviso for reassignment on redemption in accordance with Clause 20 of the Debenture, the benefit of all its right, title and interest to, in and under all present and future</p> <p>(a) Receivables,</p> <p>(b) goodwill of the Guarantor and its uncalled capital both present and future,</p> <p>(c) Intellectual Property, and</p> <p>(d) policies and contracts of insurance issued or entered into for the benefit of or by the Guarantor and all rights, claims and interests which the Guarantor has from time to time in any such policy or contract</p> <p>3 Pursuant to Clause 4.3 of the Debenture, to the extent not validly and effectively charged by way of first mortgage pursuant to paragraph 1(1) above or fixed charge pursuant to paragraph 1(2) above or effectively assigned pursuant to paragraph 2 above, the Guarantor by way of first floating charge charges the whole of the Guarantor's undertaking and all its property and assets whatsoever and wheresoever present and future</p> <p>4 Pursuant to Clause 4.4 of the Debenture, the Lender may, in its sole discretion, at any time after an Event of Default (as defined in the Loan Agreement) has occurred which is continuing convert the floating charge by notice in writing to the Guarantor into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice</p> <p>CONTINUED ON THE NEXT CONTINUATION PAGE</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>5 Pursuant to Clause 4 5 of the Debenture, the floating charge created by paragraph 3 above shall, unless otherwise agreed in writing by the Lender automatically, immediately and without notice be converted into a fixed charge over the relevant Security Assets in the event that (i) the Guarantor shall create or permit to subsist any Security Interest (as defined below) other than Permitted Security (as defined below) or a trust in favour of another person on all or any part of the Security Assets, (ii) if any third party levies (or attempts to levy) any distress, attachment, execution or other legal process against all or any part of the Security Assets that are subject to the floating charge, (iii) the Guarantor disposes or attempts to dispose of, all or any part of the Security Assets (other than Security Assets that are only subject to the floating charge while it remains uncrystallised), (iv) a receiver is appointed over all or any of the Security Assets that are subject to the floating charge, or (v) the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Guarantor</p> <p>6. Pursuant to Clause 4 8 of the Debenture, the security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall not prejudice, determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the Secured Obligations hereby secured No prior security held by the Lender over the whole or any part of the Security Assets shall merge in the security created hereby or pursuant to the Debenture which will remain in full force and effect as a continuing security until discharged by the Lender</p> <p>7. Pursuant to Clause 4.9 of the Debenture, there shall be excluded from the charge created by paragraph 1 above and from the operation of Clause 17 of the Debenture any leasehold property held by the Guarantor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Guarantor from creating any Security Interest over its leasehold interest in that property (each an Excluded Property) until the relevant condition or waiver has been satisfied or obtained</p> <p>8 Pursuant to Clause 5 1 of the Debenture, the Guarantor shall not without the prior written consent of the Lender</p> <p>(a) create or permit to subsist any Security Interest on or in relation to the Security Assets other than the Debenture and Permitted Security;</p> <p>(b) save in the normal course of trading at not less than market value sell, assign, transfer, lease, lend or otherwise dispose of in any manner (or purport to do so) the whole or any part of or any interest in the Security Assets (whether by a single transaction or a number of transactions and whether related or not) or enter into any agreement or grant any option for any such sale, assignment, transfer, lease, loan or other disposal,</p> <p>(c) part with possession of any freehold or leasehold property (including the real property), grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the Debenture and being an agent of the Guarantor and the Lender may grant or accept surrenders of leases without restriction</p> <p>CONTINUED ON THE NEXT CONTINUATION PAGE</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>9 Pursuant to Clause 6 1 10 of the Debenture, the Guarantor shall not, except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Security Assets</p> <p>10 Pursuant to Clause 6 1.11 of the Debenture, the Guarantor shall not knowingly do, cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets or the effectiveness of the security created by the Debenture (or make any omission which has such an effect)</p> <p>11. Pursuant to Clause 6 1 12 of the Debenture, the Guarantor shall not sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables (other than pursuant to the Permitted Security) and all licence fees, royalties and other monies deriving from its Intellectual Property without the prior written consent of the Lender and must collect all Receivables and all licence fees, royalties and other monies deriving from its Intellectual Property promptly in the ordinary course of trading as agent for the Lender</p> <p>12 Pursuant to Clause 6 1.19 of the Debenture, the Gurantor shall not, without the prior written consent of the Lender, amend or agree to the amendment of the rights or liabilities attaching to any of the Securities</p> <p>13 Pursuant to Clause 6 1.26 of the Debenture, the Guarantor shall not, permit any Intellectual Property to be abandoned, cancelled or to lapse, except with the prior written consent of the Lender or as permitted by the Finance Documents.</p> <p>14 Pursuant to Clause 17 of the Debenture, the Guarantor shall at its own cost and whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may reasonably require from time to time over any property or assets specified by the Lender for the purpose of perfecting security to the Lender for the payment and discharge of the Secured Obligations secured by the Debenture</p> <p>The following terms are defined</p> <p>"Finance Documents" means the Loan Agreement, the Initial Security Documents (as defined below), and any other applicable document creating a Security Interest in favour of the Lender;</p> <p>"Guarantee Agreement" means the guarantee and indemnity between the Lender and the Guarantor dated 2 November 2012, as amended, resolved, supplemented or replaced from time to time,</p> <p>"Initial Security Documents" means the security documents listed in Schedule B to the Loan Agreement and dated on or about the date of the Loan Agreement,</p> <p>CONTINUED ON THE NEXT CONTINUATION PAGE</p>

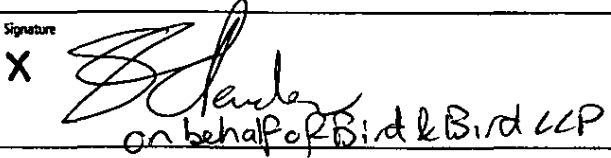
MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Intellectual Property" means all legal and beneficial interests of the Guarantor (in any part of the world) in present and future inventions, improvements, modifications, processes, formulae, know-how, models, prototypes, sketches, drawings, plans, business names, licences, patents, patent applications, trademarks, service marks, designs and any other intellectual property rights of every kind whether or not registered, together with all applications and rights to apply for registration, choses in action and claims and all fees, royalties and other rights of every kind deriving from them now or in the future belonging to the Guarantor;</p> <p>"Loan Agreement" means the loan facility agreement between the Lender and the Parent (as defined below) dated 2 October 2012, as amended, restated, supplemented or replaced from time to time,</p> <p>"Parent" means Livebookings Holdings Limited, a company incorporated in England and Wales under registered number 05398578 whose registered office is at 5th Floor, Elizabeth House, 39 York Road, London SE1 7NQ,</p> <p>"Permitted Security" means (i) any Security Interest created in favour of the Lender under the Finance Documents, (ii) any Security Interest referred to in Clause 8 1 17 of the Loan Agreement, and (iii) any Security Interest permitted by the Lender in writing from time to time,</p> <p>"Receivables" means all present and future book debts and other debts, rentals, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Guarantor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with</p> <p>(i) the benefit of all rights, guarantees, securities and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar association rights), and</p> <p>(ii) all proceeds of any of the foregoing,</p> <p>"Security Interest" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, hypothecation, assignment by way of security or otherwise, trust arrangement, title retention or encumbrance or enforceable right of a third party, any other type of security interest or preferential arrangement having a similar effect to any of the foregoing or in the nature of security of any kind whatsoever and in any jurisdiction,</p> <p>"Securities" means all stocks, shares, loan capital, bonds and other securities now or in the future belonging to the Guarantor (either legally or beneficially) and whether or not marketable, together with all dividends and all other rights deriving from them from time to time, and</p> <p>"Security Assets" means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the Debenture</p>

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Particulars of a mortgage or charge

7	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
8	<p>Delivery of instrument</p> <p>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 866).</p> <p>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 870). 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).</p>	
9	<p>Signature</p> <p>Please sign the form here.</p> <p>Signature  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Alex Gest

Company name Bird & Bird LLP

Address 15 Fetter Lane

Post town London

County/Region

Postcode E C 4 A 1 J P

Country UK

DX 119 London / Chancery Lane

Telephone 020 7415 6000



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. 4494036
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 NOVEMBER
2012 AND CREATED BY LIVEBOOKINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO KREOS CAPITAL IV (LUXEMBOURG) SARL 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 8 NOVEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 NOVEMBER
2012

DX



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**