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MG01

Particulars of a mortgage or charge



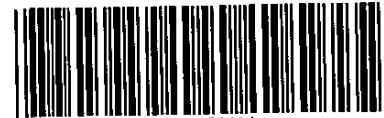
A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for
company. To do this, please use
form MG01s

THURSDAY



LD2 "L1BJIQA" #24
COMPANIES HOUSE

1	Company details	3	For official use
Company number	0 3 4 1 2 2 9 0	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	HMV Group Plc (the "Chargor")		
2	Date of creation of charge		
Date of creation	d1 d4 m0 m6 y2 y0 y1 y2		
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	Security agreement (the "Security Agreement") dated 14 June 2012 between the Chargor, The Royal Bank of Scotland Plc as facility agent (the "Facility Agent") and The Royal Bank of Scotland Plc as security trustee for the benefit of the Secured Parties (the "Security Trustee") which expressions shall include successors in title, permitted assigns and permitted transfers		
4	Amount secured		
Please give us details of the amount secured by the mortgage or charge			
Amount secured	The "Secured Liabilities" which are defined in the Security Agreement as all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Secured Party under each Finance Document, Transaction Document and Pension Document to which the Chargor is a party and in relation to the Scheme, the Scheme's schedule of contributions and recovery plan agreed in accordance with sections 221 to 233 (inclusive) of the Pensions Act 2004, subject in the case of Secured Liabilities owed by the Chargor to HMV Group Pension Trustees Limited only, to the Security Cap		
		Continuation page Please use a continuation page if you need to enter more details	

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Particulars of a mortgage or charge

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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 The Royal Bank of Scotland Group Plc

Address 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y B

Name

Address

Postcode

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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 attached continuation pages

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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 Nil

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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)

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Signature

Please sign the form here

Signature

Signature

X Linklaters LLP X

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

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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 Anand Karia

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX 10 London/City

Telephone 0207 456 2056



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

Short particulars of all the property mortgaged or charged

Continuation page (1)

HMV Group Plc (company number 03412290)

Note (1): The Security Agreement provides that

1 Security

(A) The Chargor charges by way of a first legal mortgage all shares in each of the Subsidiaries listed against its name in Schedule 2 (*Security Assets*) of the Security Agreement owned by it or held by any nominee on its behalf

(B) A reference in Subclause 2.2(b) of the Security Agreement (as set out in paragraph (A) above) to a mortgage or charge of any stock, share, debenture, bond or other security includes (1) any dividend or interest paid or payable in relation to it, and (2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

2 General

(A) All the security created under the Security Agreement (i) is created in favour of the Security Trustee, (ii) is created over present and future assets of the Chargor, and (iii) is security for the payment of all the Secured Liabilities

(B) The Security Trustee holds the benefit of the Security Agreement on trust for the Secured Parties to the extent of the Secured Liabilities (if any) owed by the Chargor to each Secured Party

For the purposes of this Note (1) see Note (4) definitions and below

"Subsidiaries" means the subsidiaries listed in Schedule 2 (*Security Assets*) to the Security Agreement

Note (2):

Schedule 2 (*Security Assets*) to the Security Agreement provides as follows.

- (i) Chargor HMV Group Plc, and
- (ii) Subsidiary MAMA Group Limited and Mean Fiddler Group Limited

Short particulars of all the property mortgaged or charged

Continuation page (2)

HMV Group Plc (company number 03412290)

Note (3): The Security Agreement provides that

1 Restrictions on Dealings

The Chargor may not

(A) create or permit to subsist any Security Interest on any Security Asset, or

(B) sell, transfer, licence, lease or otherwise dispose of any Security Asset

except as expressly provided under the Credit Agreement

For the purposes of this Note see Note (4) definitions and below

"Security Asset" means the Shares of the Chargor the subject of the security created by the Security Agreement

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

"Shares" means the shares in each of the companies listed in the second column of the table in Schedule 2 (*Security Assets*) to the Security Agreement (as set out in Note (2)(ii) above)

Amount Secured

Continuation page (3)

HMV Group Plc (company number 03412290)

Note (4): In this Form and for the purposes of Note (1) and Note (3), except to the extent that the context requires otherwise

"2012 Amendment and Restatement Agreement" means the amendment and restatement agreement dated on or about 31 May 2012 and made between, amongst others, the Company, the Security Trustee and the Facility Agent, on the terms of which the Credit Agreement has been amended and restated

"Accession Agreement" means a letter agreement, substantially in the form of schedule 9 (*Form of Accession Agreement*) to the Credit Agreement

"Additional Borrower" means a member of the Group which becomes a Borrower after the date of the Credit Agreement

"Additional Guarantor" means a member of the Group which becomes a Guarantor after the date of the Credit Agreement

"Administrative Party" means the Security Trustee or the Facility Agent

"Affiliate" means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 6 (*Ancillary Facilities*) to the Credit Agreement

"Ancillary Lender" means each Lender which makes available an Ancillary Facility in accordance with Clause 6 (*Ancillary Facilities*) of the Credit Agreement

"Borrower" means the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 30 10 (*Resignation of an Obligor (other than the Company)*) of the Credit Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 6 8 (*Affiliates of Borrowers*) of the Credit Agreement

"Company" means HMV Group Plc

"Credit Agreement" means the £220,000,000 credit agreement originally dated 23 March 2005 as amended and restated from time to time and most recently on or about 31 May 2012, between (among others) the Chargor (as the borrower) and the Facility Agent

"EMI" means EMI Group plc

Amount Secured

Continuation page (4)

HMV Group Plc (company number 03412290)

"EMI Counter Indemnity" means a deed of counter indemnity dated on or about 28th March, 1998 between, amongst others, the Company and EMI in respect of any payment made by EMI or certain of its Subsidiaries under various guarantees, bonds, letters of comfort and similar undertakings entered into by EMI and its Subsidiaries in respect of rent payable by the Group for certain of the properties owned by members of the Group

"Fee Letters" means the letters entered into by reference to the Credit Agreement between any or all of the Finance Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement, the June 2011 Amendment and Restatement Agreement or the 2012 Amendment and Restatement Agreement and "Fee Letter" means any one of them

"Finance Document" means

- (A) the Credit Agreement,
- (B) the June 2011 Amendment and Restatement Agreement,
- (C) the 2012 Amendment and Restatement Agreement,
- (D) a Fee Letter,
- (E) the Intercreditor Agreement,
- (F) the Intercreditor Amendment and Restatement Agreement
- (G) an Intercreditor Accession Agreement,
- (H) an Accession Agreement,
- (I) a Resignation Request,
- (J) a Security Document,
- (K) any Ancillary Documents,
- (L) the Warrant Instrument,
- (M) the Warrants, or
- (N) any other document designated as such by the Facility Agent and the Company

"Finance Party" means a Lender, an Administrative Party or an Ancillary Lender

"Guarantor" means an Original Guarantor or an Additional Guarantor unless it has ceased to be a Guarantor in accordance with Clause 30.10 (*Resignation of an Obligor (other than the Company)*) of the Credit Agreement

"Group" means the Company and its Subsidiaries for the time being

Amount Secured

Continuation page (5)

HMV Group Plc (company number 03412290)

"Holding Company" of any other person, means a company in respect of which that other person is a Subsidiary

"Intercreditor Accession Agreement" means a letter agreement, substantially in the form of schedule 2 to the Intercreditor Agreement

"Intercreditor Agreement" means the intercreditor agreement between, amongst others, the Company, EMI, the Pension Trustee, and the Security Trustee in form and substance satisfactory to the Facility Agent as amended and restated on 30 June 2011 pursuant to the Intercreditor Amendment and Restatement Agreement

"Intercreditor Amendment and Restatement Agreement" means the amendment and restatement agreement dated 30 June 2011 in respect of the Intercreditor Agreement between, amongst others, the Company, the Pension Trustee and the Security Trustee

"June 2011 Amendment and Restatement Agreement" means the amendment and restatement agreement dated 6 June 2011 and made between, amongst others, the Company, the Security Trustee and the Facility Agent on the terms of which the Credit Agreement was amended and restated on 30 June 2011

"Lender" means

(A) an Original Lender, or

(B) any person which becomes a Lender after the date of the Credit Agreement in accordance with Clause 2 2 (*Increase*) or Clause 30 2 (*Assignments and transfers by Lenders*) of the Credit Agreement

"Obligor" means a Borrower or a Guarantor

"Original Guarantors" means, together, the Company, HMV Music Limited, Waterstones Booksellers Limited, HMV (IP) Limited, HMV UK Limited, HMV Guernsey Limited and HMV Ireland Limited

"Original Lender" means the parties listed in Schedule 1 of the Credit Agreement

"Pension Documents" means the Trust Deed and the Rules

"Pension Trustee" means HMV Group Pension Trustees Limited, a company incorporated in England and Wales with registered number 03574889

"Resignation Request" has the meaning given to that term in Clause 30 10 (*Resignation of an Obligor (other than the Company)*) of the Credit Agreement

"Rules" means the rules relating to the Scheme

"Scheme" means the HMV Group Pension Scheme (formerly called the HMV Media Group Pension Scheme) governed by the Trust Deed and the Rules

Amount Secured

Continuation page (6)

HMV Group Plc (company number 03412290)

"Secured Party" means each Finance Party, EMI as agent and trustee for the EMI Guarantors (as defined in the EMI Counter Indemnity) and the Pension Trustee

"Security Agreements" has the meaning given to it in the Credit Agreement

"Security Cap" means £62,000,000 but as reduced by each payment made into the Scheme pursuant to clause 4 1 of the scheme apportionment arrangement between, amongst others, the Chargor and the Pension Trustee dated 6 June 2011

"Security Document" means each of

- (A) the Security Agreements, and
- (B) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents

"Subsidiary" means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and "control" for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise

"Transaction Document" means the deed of secured counter indemnity dated 28th March, 1998 and made between the Chargor and EMI (on behalf of itself and the EMI Guarantors referred to therein) (the EMI Counter Indemnity)

"Trust Deed" means the definitive trust deed dated 24 June 1998 establishing the Scheme with effect from 1 July 1998

"Warrantholders" means the Lenders (or their nominated Affiliates) who are to be issued Warrants by the Company on the terms of Clause 26 5 (*Warrants*) of the Credit Agreement and more specifically the Warrant Instrument

"Warrant Instrument" means the share warrant instrument by way of deed poll executed by the Company and dated 6 June 2011

"Warrants" means the warrants to subscribe for ordinary shares to be issued to the Warrantholders by the Company on the terms of Clause 26 5 (*Warrants*) of the Credit Agreement and more specifically the Warrant Instrument



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3412290
CHARGE NO. 31**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 14
JUNE 2012 AND CREATED BY HMV GROUP PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO ANY SECURED PARTY 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 21 JUNE 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JUNE 2012



Companies House
— for the record —



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

CH LONDON