

MG01

Particulars of a mortgage or charge

132827 / 13



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 a
company. To do this, please use
form MG01s

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01/07/2011

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COMPANIES HOUSE

1

Company details

Company number

0 3 4 1 2 2 9 0

Company name in full

HMV GROUP PLC (the "Grantor")

3 0

For official use

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

3 0 0 6 2 0 1 1

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 Interest Agreement (the "Security Interest Agreement") dated 30
June 2011 between HMV Group plc, HMV Music Limited (each a "Grantor" and
together, the "Grantors" (which expression includes their successors or
(as the case may be) heirs) and The Royal Bank of Scotland Plc as the
secured party (the "Security Trustee" (which expression includes its
successors in title, permitted assignees and permitted transferees) for
the benefit of the Secured Parties).

4

Amount secured

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

Amount secured

40
All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any other capacity
whatsoever) of each Grantor to any of the Secured
Parties under each Finance Document, Transaction
Document and Pension Document to which such Grantor
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 Obligations owed by the
Grantors to HMV Group Pension Trustees Limited
only, to the Security Cap (the "Secured
Obligations").

Please see Note (1) of the continuation pages for
definitions (to the extent not already defined).

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	The Royal Bank of Scotland Plc as Security Trustee		
Address	36 St Andrew Square		
	Edinburgh		
Postcode	E H 2 2 Y B		
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>To the intent that the Security Trustee shall have a security interest in each separate item of Collateral by way of security for the Secured Obligations, each of the Grantors to the extent of its interest hereby.</p> <p>1. assigns title to the Collateral to the Security Trustee; and</p> <p>2. agrees that, to the extent that the Grantor shall not have assigned to the Security Trustee, or perfected in its favour, title to any of the Affected Securities, the Security Trustee (and/or some other person chosen by the Security Trustee to act on its behalf) shall have possession of all certificates of title thereto.</p> <p>Please see Note (1) of the continuation pages for definitions (to the extent not already defined).</p>	

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Particulars of a mortgage or charge

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 Nil

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 LINKLATER S 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 Rachel Huang

Company name Linklaters LLP

Address One Silk Street
via
Ch London Courier

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000



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): In this Form, except to the extent that the context requires otherwise

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

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

"Affected Securities" means the securities which from time to time comprise part of the Collateral

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

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated 6 June 2011 on the terms of which the Facility Agreement has been amended and restated

"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*) of the Facility Agreement

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

"Borrower" means HMV Group plc or a member of the Group which becomes a Borrower after the date of the Facility 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 Facility Agreement

"Collateral" means

- (a) 2 A ordinary shares of £1.00 each in the capital of the Company registered in the name of the Grantors including all Derivative Assets,
- (b) all of each of the Grantor's right, title and interest from time to time to and in all such securities and Derivative Assets, and
- (c) any and all further shares in the capital of the Company of which either Grantor may be or become the legal and/or beneficial owner from time to time including all Derivative Assets,

provided that each part of the Collateral so described that is capable of being separately assigned or sold to a third party shall be deemed to be a separate item of Collateral for the purposes of the Security Interest Agreement but unless otherwise expressly stated the expression **"Collateral"** includes all such items of Collateral

"Company" mean HMV Guernsey Limited a non-cellular company limited by shares and registered in Guernsey with registered number 43285

"Derivative Assets" means all securities, dividends, interest or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time by way of dividend, bonus, redemption, exchange, substitution, conversion, consolidation, sub-division, preference, option or otherwise which are attributable to any Affected Securities or any Derivative Assets previously described and all rights from time to time thereto

Short particulars of all the property mortgaged or charged

Continuation page (2)

HMV GROUP PLC (Company Number 03412290)

"Effective Date" means the date upon which the Facility Agreement was amended and restated in accordance with the terms of the Amendment and Restatement Agreement being 30 June 2011

"EMI" means EMI Group plc

"EMI Guarantor" means any of EMI and its subsidiaries from time to time which has any actual or contingent liability under one or more of the guarantees and/or indemnities listed in the Transaction Document

"Existing Irish Security Agreement" means the existing security agreement between among others HMV Ireland Limited and The Royal Bank of Scotland plc as Security Trustee dated 24 October 2007

"Existing Security Agreement" means the existing security agreement originally dated 31 March 2005 between, amongst others, HMV Group plc and the Security Trustee as amended from time to time up to the Effective Date

"Facility Agent" means The Royal Bank of Scotland plc

"Facility Agreement" means the credit facility agreement originally dated 23 March 2005 as amended from time to time including by way of an amendment and novation agreement dated 6 October 2008, as further amended by an amendment agreement dated 26 February 2010, as amended and restated by an amendment agreement dated 22 July 2010 and as amended and restated on or about the date of the Security Interest Agreement and as amended, restated, supplemented or novated from time to time and made between the Grantors, the Subsidiaries of the Grantors as listed therein to include the Company, The Financial Institutions as defined therein, Lloyds TSB Bank plc as overdraft bank and the Security Trustee

"Fee Letters" means the letters entered into by reference to the Facility Agreement between any or all of the Finance Parties and HMV Group plc setting out the amount of certain fees referred to in the Facility Agreement, or the Amendment and Restatement Agreement and **"Fee Letter"** means any one of them

"Finance Document" means

- (A) the Facility Agreement,
- (B) the Amendment and Restatement Agreement,
- (C) a Fee Letter,
- (D) the Intercreditor Agreement,
- (E) the Intercreditor Amendment and Restatement Agreement
- (F) an Intercreditor Accession Agreement,
- (G) an Accession Agreement,
- (H) a Resignation Request,
- (I) a Security Document,

Short particulars of all the property mortgaged or charged

Continuation page (3)

HMV GROUP PLC (Company Number 03412290)

- (J) any Ancillary Documents,
- (K) the Warrant Instrument,
- (L) the Warrants, or
- (M) any other document designated as such by the Facility Agent and HMV Group plc

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

"Group" means HMV Group plc and its Subsidiaries for the time being

"Guarantor" means an Original Guarantor or any member of the Group which becomes a Guarantor after the date of the Facility Agreement

"Guernsey Bank Account Security Agreement" means the security agreement dated 30 June 2011 between HMV Guernsey Limited and The Royal Bank of Scotland plc as Security Trustee

"HMV Ireland Share Security Agreement" means the share security agreement dated 30 June 2011 between Rustico Holdings Limited and The Royal Bank of Scotland plc as Security Trustee

"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 originally dated 23 March 2005 between, amongst others, HMV Group plc, EMI and the Security Trustee as amended and restated on 6 June 2011

"Intercreditor Amendment and Restatement Agreement" means the amendment and restatement agreement dated 6 June 2011 in respect of the Intercreditor Agreement between, amongst others, HMV Group plc, the Pension Trustee and the Security Trustee

"Lender" means

- (A) an Original Lender as defined in the Facility Agreement, or
- (B) any person which becomes a Lender after the date of the Facility Agreement in accordance with Clause 2.2 (*Increase*) or Clause 30.2 (*Assignments and transfers by Lenders*) of the Facility Agreement

"New Irish Security Agreement" means the security agreement dated 30 June 2011 between HMV Ireland Limited and the Security Trustee

"New Security Agreement" means the security agreement dated 30 June 2011 between, amongst others, HMV Group plc and the Security Trustee

"Obligor" means a Borrower or a Guarantor

Short particulars of all the property mortgaged or charged

Continuation page (4)

HMV GROUP PLC (Company Number 03412290)

"Original Guarantor" means together HMV Group plc, HMV Music Limited, HMV (IP) Limited, HMV UK Limited, HMV Guernsey Limited and HMV Ireland Limited

"Pension Document" 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" means a letter substantially in the form of schedule 11 (*Form of Resignation Request*) of the Facility Agreement

"Rules" means the rules relating to the Scheme

"Rustico Holdings Share Security Agreement" means the share security agreement dated 30 June 2011 between HMV Group plc and The Royal Bank of Scotland plc as Security Trustee

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

"Secured Parties" means each Finance Party, EMI as agent and trustee for the EMI Guarantors and HMV Group Pension Trustees Limited and includes the successors and assignees of the persons named as the Secured Parties

"Security Agreements" means each of

- (A) the Existing Security Agreement,
- (B) the New Security Agreement,
- (C) the Existing Irish Security Agreement,
- (D) the Guernsey Bank Account Security Agreement,
- (E) the Security Interest Agreement,
- (F) the HMV Ireland Share Security Agreement,
- (G) the New Irish Security Agreement, and
- (H) the Rustico Holdings Share Security 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, HMV Group plc and HMV Group Pension Trustees Limited dated 6 June 2011

"Security Document" means each of

- (A) the Security Agreements, and

Short particulars of all the property mortgaged or charged

Continuation page (5)

HMV GROUP PLC (Company Number 03412290)

- (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 28 March 1998 and made between HMV Group plc and EMI (on behalf of itself and the EMI Guarantors) (the EMI Counter Indemnity)

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

"Warrantholder" means the Lenders (or their nominated Affiliates) who are to be issued Warrants in accordance with the provisions of the Warrant Instrument and the Facility Agreement

"Warrant Instrument" means the share warrant instrument by way of deed poll executed by HMV Group plc on 6 June 2011

"Warrants" means the warrants to subscribe for Ordinary Shares to be issued to the Warrantholders by HMV Group plc on the terms of Clause 26.5 (*Warrants*) of the Facility Agreement and more specifically the Warrant Instrument

Any reference to the Facility Agreement or to any other agreement, instrument or document includes all amendments however fundamental including any amendment providing for any increase in the amount of any facility or any additional facility and the term **"amendment"** includes a supplement, novation, extension (whether of maturity or otherwise), restatement or re-enactment in each case however fundamental and whether or not more onerous, and **"amended"** is construed accordingly

Short particulars of all the property mortgaged or charged

Continuation page (6)

HMV GROUP PLC (Company Number 03412290)

Note (2): The Security Interest Agreement provides that

Each of the Grantors covenants and undertakes to the Security Trustee, to the intent that the same shall be continuing covenants and undertakings until the Security Trustee's security interest in the Collateral is wholly discharged, not to attempt to sell, create any Encumbrance over, withdraw, disburse, pay, assign or otherwise dispose of or deal with the Collateral or any interest in the Collateral

For the purpose of this Note (2)

"Encumbrance" includes any mortgage, charge, pledge, assignment, lien, hypothecation, security interest, trust arrangement, option or other third party interest whatsoever



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. 30**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY INTEREST
AGREEMENT DATED 30 JUNE 2011 AND CREATED BY HMV
GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH GRANTOR TO ANY OF THE SECURED
PARTIES 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 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JULY 2011

L.C



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES