

MG01

286179 / 234

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 re-
gister particulars of a charge for a Scottish
company. To do this, please use
form MG01s

SATURDAY



A1NCL19C

A20

08/12/2012

#183

COMPANIES HOUSE

1

Company details

Company number

6 2 7 8 4 9 4

Company name in full

MUSIC AND MEDIA SOLUTIONS LIMITED

(the "Chargor")

3

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

d0 d3 m1 m2 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

Debenture (the "Debenture")

4

Amount secured

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

Amount secured

As specified in the continuation page to this form

Continuation page

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

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 LDC (MANAGERS) LIMITED (Co No 2495714) (the "Security Trustee")

Address One Vine Street, London

Postcode W 1 J 0 A H

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

As specified in the continuation page to this form

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

The amount secured by the Debenture is all present and future obligations and liabilities incurred under any Finance Document which may become due or owing to any Finance Party, by the Chargor either alone or jointly with any other person and all other liabilities whatsoever of the Chargor owed to any Finance Party, whether actual or contingent and whether as principal debtor guarantor or otherwise together with all costs charges and expenses and other sums howsoever reasonably incurred or to be incurred by any Finance Party, or by or through any Receiver, attorney delegate or agent of the Security Trustee, (including without limitation the remuneration of any of them) for any of the purposes referred to in the Debenture in relation to the Security over the property and assets hereby charged and all other costs charges and expenses (whether in respect of litigation or not) reasonably incurred or to be incurred in the realisation enforcement collection or recovery of any monies from time to time arising under such Security or in insuring inspecting repairing maintaining completing managing letting realising or exercising any other power authority or discretion in relation to the property and assets hereby charged or any part thereof or otherwise incurred or to be incurred under the Debenture (the "**Secured Sum**").

Capitalised terms used in this form are defined in the Appendix to this form

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

- 1 1 The Chargor, with full title guarantee, charged as continuing Security for the payment of the Secured Sum, in favour of the Security Trustee:
- 1.1.1 by way of a fixed legal mortgage all Real Property listed in the Schedule;
 - 1.1.2 by way of a fixed charge.
 - (a) all its estates, Rights or interests in any Real Property (except to the extent charged by clause 1 1 1),
 - (b) all its present and future Equipment;
 - (c) the Shares listed in the Schedule and the Distribution Rights (if any) from time to time accruing to or on such Shares,
 - (d) all other stocks, shares, debentures, bonds, notes or other capital held from time to time in any subsidiary or other corporate body,
 - (e) all its present and future goodwill and uncalled capital;
 - (f) its Rights under all present and future contracts and licences, and
 - (g) its Rights in any present and future Intellectual Property,
 - 1 1 3 by way of floating charge its Receivables and all its other Assets whatsoever and wheresoever present and future other than the Real Property and assets from time to time effectively charged to the Security Trustee by way of legal mortgage or fixed charge by the Debenture. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture and the floating charge created by the Debenture is a qualifying floating charge for the purposes of Paragraph 14 of Schedule B1 to the Insolvency Act 1986.

MG01 - continuation page

Particulars of a mortgage or charge

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Negative covenants

1 2 The Chargor will not without the prior written consent of the Security Trustee:

1.2.1 create or allow to exist any Security over any Assets other than the Security created pursuant to the Debenture, or

1 2 2 sell, discount, factor, transfer, lease, license, lend or dispose in any way of any of its Assets (except that it may deal in the ordinary course of business with any Assets which are not subject to a fixed charge or mortgage).

Capitalised terms used in this form are defined in the Appendix to this form

MG01 - continuation page

Particulars of a mortgage or charge

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

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SCHEDULE

The Shares

Not applicable

The Real Property

Not applicable

APPENDIX

Definitions applicable to this form

In this Form MG01 the following definitions apply

"Assets" all assets including business, undertaking, property (including Intellectual Property) and Rights held by or on behalf of the Chargor,

"Charged Assets" all or any part of the Chargor's Assets charged or expressed to be charged under the Debenture,

"Distribution Rights" means all Dividends, all shares or other property derived from the Shares (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the Shares,

"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from the Shares,

"Equipment" all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and

MG01 - continuation page
Particulars of a mortgage or charge

6 **Short particulars of all the property mortgaged or charged**

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

Short particulars

additions,

"Finance Document" the Debenture, the Loan Notes, the Loan Note Instrument, the Guarantee, the Security Trustee Deed and any other document designated as a "Finance Document" by the Majority Note Holders,

"Finance Party" the Loan Note Holders and the Security Trustee;

"Guarantee" the guarantee dated on or about the date of the Debenture entered into by the Chargor (amongst others), together with any accession letters from each Additional Guarantor (as defined in the Guarantee);

"Intellectual Property" patents, trade marks, service marks, know-how, copyright, inventions, topographical or similar rights, designs, trade or business names, or any similar rights, and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights,

"Loan Note Holders" at any time, the holders of Loan Notes,

"Loan Note Instrument" as defined in the Debenture;

"Loan Notes" means any loan notes issued under the Loan Note Instrument;

"Majority Note Holders" as defined in the Debenture,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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"Real Property"

all the Chargor's estates Rights and interest in any leasehold or freehold property now or in the future (and from time to time) owned by the Chargor or in which the Chargor holds an interest (including (but not limited to), the Real Property briefly described in the Schedule), together with

(a) all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;

(b) the proceeds of sale of any part of that property; and

(c) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies paid or payable in respect of those covenants;

"Receivables"

the book debts and all other receivables due, owing or payable to the Chargor,

"Receiver"

an administrative receiver, receiver and manager or receiver appointed over all or part of the Charged Assets;

"Rights"

rights, benefits, remedies or powers under contracts or of any other kind including the proceeds of any claims,

"Security"

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Trustee Deed"

the security trustee deed dated on or about the date of the Debenture entered into between (1) Juno Newco Limited (as the Company), (2) Companies listed in Schedule 4 (as the Original

MG01 - continuation page

Particulars of a mortgage or charge

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

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"Shares"

Subsidiaries), (3) LDC (Managers) Limited (as the Security Trustee) and (4) LDC Parallel I LP and LDC I LP (as the Original Investors);

means all shares (if any) specified in the Schedule and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time, or any in which it has an interest.

MG01

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

N11

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

Enhan LCP

X

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

MG01

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 **Alistair Hardie**

Company name **Eversheds LLP**

Address **115 Colmore Row**

Post town **Birmingham**

County/Region

Postcode **B 3 3 A L**

Country

DX **DX 13004 Birmingham**

Telephone **0845 497 9797**



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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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. 6278494
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 DECEMBER
2012 AND CREATED BY MUSIC AND MEDIA SOLUTIONS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE CHARGOR TO ANY FINANCE 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 8 DECEMBER
2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 DECEMBER
2012**

DX



Companies House



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