

# MG01s

## Particulars of a charge created by a company registered in Scotland



COMPANIES HOUSE  
EDINBURGH

**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 charge created by a  
Scottish company.



**What this form is for**

You cannot use this form to register  
particulars of a charge created by a company  
in England and Wales or Northern Ireland.  
If you are unsure, please use form MG01.

FRIDAY



\*SYR8BPTI\*

SCT

10/12/2010

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COMPANIES HOUSE

please  
visit  
gov.uk

**1**

### Company details

Company number

S C 2 5 3 4 5 9

Company name in full

Tecjet Limited (the "Chargor")

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

2 9 1 1 2 0 1 0

**3**

### Description

Please give a description of the instrument (if any) creating or evidencing the  
charge e.g. 'Standard security', 'Floating charge' etc.

Description

Floating Charge (the "Charge")

**4**

### Amount secured

Please give us details of the amount secured by the charge.

Amount secured

All present and future obligations and liabilities  
(whether actual or contingent and whether owned  
jointly or severally or alone in any other capacity  
whatsoever) of each present or future member of the  
Group to the Security Agent and/or the other  
Secured Parties (or any of them) under or pursuant  
to any Finance Document (including all monies  
covenanted to be paid under the Charge) (the  
"Secured Obligations").

Please see the short particulars of all the  
property charged for a list of defined terms.

#### Continuation page

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

**MG01s**

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**5****Mortgagee(s) or person(s) entitled to the charge**

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	HSBC Corporate Trustee Company (UK) Limited as Security Agent									
Address	for the Secured Parties (the "Security Agent"), 8 Canada Square									
	London									
Postcode	E	1	4		S	H	Q			
Name										
Address										
Postcode										

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

Please give the short particulars of the property charged.

**Continuation page**

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

Short particulars

**1. Floating Charge**

In security for the payment and discharge of the Secured Obligations, the Chargor grants a floating charge over the Secured Assets in favour of the Security Agent.

**2. Continuing Security**

The Charge shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force and may not be revoked until the Secured Obligations have been fully and unconditionally paid and discharged.

**3. Power of Attorney**

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under the Charge but which it has failed to take following a Declared Default, including under clause 3.4 (Further Assurances) of the Charge. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this paragraph.

**4. Further Assurances**

The Chargor shall at its own expense, promptly do all acts and execute all documents and take such other action as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created under the Charge or any other Transaction Security Document; or
- (b) facilitating the realisation of any Security Asset; or
- (c) facilitating the exercise of any rights, powers, discretion and/or remedies

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**7****Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①**

Save as otherwise provided in the Intercreditor Agreement or unless otherwise agreed in writing by the Security Agent and subject to section 464(2) of the Companies Act 1985;

- (a) the Chargor shall not create any fixed security or other floating charge over any part of the Secured Assets after its execution of the Charge except for a Permitted Security as permitted by the Senior Facilities Agreement; and
- (b) the Charge shall rank in priority to any fixed security or other floating charge created by the Chargor after its execution of the Charge except a Permitted Security as permitted by the Senior Facilities Agreement.

**①** In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

**8****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.

**9****Delivery of instrument**

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

**10****Signature ②**

Please sign the form here.

Signature

Signature

X DLA Piper Scotland LLP

10/12/10

X

**② Signature**

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 Adam Dryburgh

Company name DLA Piper Scotland LLP

Address Collins House

Rutland Square

Post town Edinburgh

County/Region Midlothian

Postcode E H 1 2 A A

Country UK

DX DX: ED271 Edinburgh

Telephone 0131 345 5180



## 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 a certified copy of the deed (if any) 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 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 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 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

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

Short particulars

exercisable by the Security Agent, any other Secured Party or any Reciever or any Delegate in respect of any Secured Asset or provided by or pursuant to the Finance Document or by law.

This includes:

- (i) the re-execution of the Charge;
  - (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and
  - (iii) the giving of any notice, order or direction and the making of any filing or registration,
- which, in any such case, the Security Agent may think expedient.

#### Definitions

"**Accession Deed**" means a document substantially in the form set out in schedule 7 (*Form of Accession Deed*) of the Senior Facilities Agreement;

"**Additional Borrower**" means a company which becomes an Additional Borrower in accordance with clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement;

"**Additional Guarantor**" means a company which becomes an Additional Guarantor in accordance with clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement;

"**Agent**" means HSBC Bank plc, registered in England and Wales with company number 00014259 and having its registered office at 8 Canada Square, London E14 5HQ;

"**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 Senior Facilities Agreement;

"**Arranger**" means HSBC Bank plc, registered in England and Wales with company number 00014259 and having its registered office at 8 Canada Square, London, E14 5HQ and Santander UK plc, registered in England and Wales with company number 02294747 and having its registered office at 2 Triton Square, Regent's Place, London, NW1 3AN;

"**Ancillary Facility**" means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 (*Ancillary Facilities*) of the Senior Facilities Agreement;

"**Ancillary Lender**" has the meaning given to it in the Senior Facilities Agreement;

"**Borrower**" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement;

# MG01 - continuation page

## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

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

Short particulars

**"Company"** means Academy Music Holdings Limited, registered in England and Wales with company number 05141419 and having its registered office at 211 Stockwell Road, London SW9 9SL;

**"Compliance Certificate"** means a certificate substantially in the form set out in schedule 9 (*Form of Compliance Certificate*) of the Senior Facilities Agreement;

**"Declared Default"** means an Event of Default in respect of which any notice has been issued or rights exercised by the Agent under clause 25.20 (*Acceleration*) of the Senior Facilities Agreement;

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

**"Event of Default"** means any event or circumstance specified as such in clause 25 (*Events of Default*) of the Senior Facilities Agreement;

**"Fee Letter"** has the meaning given to it in the Senior Facilities Agreement;

**"Finance Document"** means the Senior Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a *"Finance Document"* by the Agent and the Company;

**"Finance Party"** means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender;

**"Group"** means the Company and each of its Subsidiaries for the time being;

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 (*Changes to the Obligors*) of the Senior Facilities Agreement;

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Term Facilities which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged;

**"Hedge Counterparty"** means:

- (a) any Original Hedge Counterparty; and
- (b) any person which has become a Party as a Hedge Counterparty in accordance with clause 26.9 (*Accession of Hedge Counterparties*) of the Senior Facilities Agreement, which, in each case, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement;

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

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

Short particulars

**"Hedging Letter"** means the letter dated on or before the date of the Senior Facilities Agreement and made between the Agent and the Company describing the hedging arrangements to be entered into in respect of the interest rate liabilities and/or the exchange rate risks of the Borrowers of, and in relation to, the Term Facilities;

**"Intercreditor Agreement"** means the intercreditor agreement dated 29 November 2010 made between, among others, the Company, the Debtors (as defined in the Intercreditor Agreement), HSBC Corporate Trustee Company (UK) Limited as Security Agent, HSBC Bank plc as Senior Agent, the Lenders (as Senior Lenders), the Arranger (as Senior Arrangers), the Ancillary Lenders (as Senior Lenders), the Hedge Counterparties, the Loan Note Holders and the Intra-Group Lenders (as defined in the Intercreditor Agreement);

**"Investment Documents"** has the meaning given to it in the Senior Facilities Agreement;

**"Lender"** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 26 (*Changes to the Lenders*) of the Senior Facilities Agreement, which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement;

**"Obligor"** means a Borrower or a Guarantor;

**"Original Borrower"** means the subsidiaries of the Company listed in part 1 schedule 1 (*the Original Parties*) of the Senior Facilities Agreement, together with the Company;

**"Original Guarantors"** means the subsidiaries of the Company listed in part 1 schedule 1 (*the Original Parties*) of the Senior Facilities Agreement, together with the Company;

**"Original Hedge Counterparty"** means HSBC Bank plc, registered in England and Wales with company number 00014259 and having its registered office at 8 Canada Square, London E14 5HQ and Santander UK plc, registered in England and Wales with company number 02294747 and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN;

**"Original Lenders"** means HSBC Bank plc, registered in England and Wales with company number 00014259 and having its registered office at 8 Canada Square, London E14 5HQ and Santander UK plc, registered in England and Wales with company number 02294747 and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN;

**"Party"** means a party to the Senior Facilities Agreement;

**"Permitted Disposal"** has the meaning given to it in the Senior Facilities Agreement;

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

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

Short particulars

**"Permitted Financial Indebtedness"** means Financial Indebtedness:

- (a) arising under any of the Finance Documents, the Investment Documents, in each case as in force on the date of this Agreement and subject always to the terms of this Agreement and the Intercreditor Agreement;
- (b) to the extent covered by a letter of credit, guarantee or indemnity issued under an Ancillary Facility;
- (c) arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of trade or in respect of Utilisations, but not a foreign exchange transaction for investment or speculative purposes;
- (d) arising under a Permitted Loan or a Permitted Guarantee or as permitted by clause 24.33 (*Treasury Transactions*) of the Senior Facilities Agreement;
- (e) of any person acquired by a member of the Group after the date of the Senior Facilities Agreement which is incurred under arrangements in existence at the date of acquisition, but not incurred or increased or having its maturity date extended in contemplation of, or since, that acquisition, and outstanding only for a period of three months following the date of acquisition; and
- (f) under finance or capital leases of vehicles, plant, equipment or computers, provided that the aggregate capital value of all such items so leased under outstanding leases by members of the Group does not exceed £1,500,000 (or its equivalent in other currencies) at any time;

**"Permitted Guarantee"** has the meaning given to it in the Senior Facilities Agreement;

**"Permitted Loan"** has the meaning given to it in the Senior Facilities Agreement;

**"Permitted Security"** means:

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;
- (b) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors;
- (c) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by a member of the Group which constitutes Permitted Financial Indebtness, excluding any Security or Quasi-Security under a credit support arrangement;

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

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

Short particulars

(d) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the date of this Agreement if:

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and

(e) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the date of the Senior Facilities Agreement, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group if:

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;

(ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and

(iii) the Security or Quasi-Security is removed or discharged within 30 days of that company becoming a member of the Group;

(f) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(g) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal;

(h) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (f) of the definition of "Permitted Financial Indebtedness";

(i) the rent deposit deed dated 23 October 2007 and entered into between the Company and AM-Coff Limited;

"Quasi-Security" has the meaning given to that term in clause 24.13 (*Negative pledge*) of the Senior Facilities Agreement;

"Receiver" means any receiver or administrative receiver appointed in respect of the Secured Assets under the Charge (whether by the Chargor or the Court) and includes joint receivers;

"Resignation Letter" means a letter substantially in the form set out in schedule 8 (*Form of Resignation Letter*) of the Senior Facilities Agreement;

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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>"<b>Senior Agent</b>" means HSBC Bank plc, registered in England and Wales with company number 00014259 and having its registered office at 8 Canada Square, London E14 5HQ;</p> <p>"<b>Senior Arrangers</b>" means HSBC Bank plc, registered in England and Wales with company number 00014259 and having its registered office at 8 Canada Square, London E14 5HQ and Santander UK plc, registered in England and Wales with company number 02294747 and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN;</p> <p>"<b>Secured Assets</b>" means the whole of the property (including uncalled capital) which is or may from time to time, while the Charge is in force, be comprised in the property and undertaking of the Chargor;</p> <p>"<b>Senior Creditors</b>" means the Senior Lenders and the Hedge Counterparties;</p> <p>"<b>Senior Lenders</b>" means HSBC Bank plc, registered in England and Wales with company number 00014259 and having its registered office at 8 Canada Square, London E14 5HQ and Santander UK plc, registered in England and Wales with company number 02294747 and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN;</p> <p>"<b>Secured Parties</b>" means each Finance Party from time to time party to the Senior Facilities Agreement and any Receiver or Delegate;</p> <p>"<b>Security</b>" means the Charge as amended or supplemented from time to time;</p> <p>"<b>Selection Notice</b>" means a notice substantially in the form set out in part 2 of schedule 3 (<i>Requests and Notices</i>) of the Senior Facilities Agreement given in accordance with clause 12 (<i>Interest Periods</i>) of the Senior Facilities Agreement in relation to a Term Facility;</p> <p>"<b>Senior Facilities Agreement</b>" means the senior facilities agreement dated on or around the date of the Charge and made between (1) Academy Music Holdings Limited as the Company (2) the companies listed in part 1 of schedule 1 thereto as Original Borrowers, (3) the companies listed in part 1 of schedule 1 thereto as Original Guarantors, (4) HSBC Bank plc and Santander UK plc as Arrangers, (5) the financial institutions listed in part 2 of schedule 1 thereto as Original Lenders, (6) the persons listed in part 3 of schedule 1 thereto as Original Hedge Counterparties, (7) HSBC Bank plc as Agent, (8) HSBC Corporate Trustee Company (UK) Limited as Security Agent and (9) the financial institutions listed in part 4 of schedule 1 thereto as Ancillary Lenders;</p> <p>"<b>Subsidiary</b>" means a subsidiary within the meaning of section 1159 of the Companies Act 2006, but for the purposes of section 1159(1) of the Companies Act 2006, a company shall be treated as a member of another company if any shares in that other company are registered in the name of (i) a person by way of security (where the company has provided the security) or (ii) a person as nominee for the company;</p>

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Short particulars of all the property mortgaged or charged

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Short particulars

"Term Facility" has the meaning given to it in the Senior Facilities Agreement;

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 3(f) of part 1 of schedule 2 (*Conditions precedent*) of the Senior Facilities Agreement, and any document required to be delivered to the Agent under paragraph 14 of part 3 of schedule 2 (*Conditions precedent*) of the Senior Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents;

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price; and

"Utilisation Request" means a notice substantially in the relevant form set out in part 1 of schedule 3 (*Requests and Notices*) of the Senior Facilities Agreement;



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 253459  
CHARGE NO. 10

I HEREBY CERTIFY THAT A CHARGE CREATED BY TECJET  
LIMITED

ON 29 NOVEMBER 2010

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF HSBC CORPORATE TRUSTEE COMPANY (UK)  
LIMITED

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 10 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, EDINBURGH 13 DECEMBER  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES