

# MG01s

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



# IRIS

LASERFORM

COMPANIES HOUSE  
FEE PAID  
EDINBURGH

**A fee is payable with this form.**

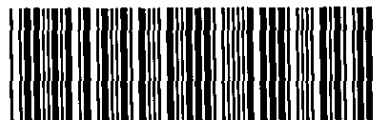
We will not accept this form unless you send the correct fee.

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 NOT for**  
You cannot use this form to register  
particulars of a mortgage or charge  
created by a company in England  
and Wales or Northern Ireland.  
If this, please use form MG01.

WEDNESDAY



\*SY5VCQC4\*

SCT

29/12/2010

289

COMPANIES HOUSE

### 1 Company details

Company number S C 2 5 3 4 5 9

Company name in full TECJET LIMITED ("Grantor")

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 02/01/2010

### 3 Description

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

Description STANDARD SECURITY

### 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 owed  
jointly or severally or alone or in any other  
capacity whatsoever) of the Grantor in security of  
its obligations as Obligor 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  
this Standard Security).

For definitions, please see attached paper.

#### Continuation page

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

# MG01s

Particulars of a charge created by a company registered in Scotland

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

Address

8 CANADA SQUARE

LONDON

Postcode

E 1 4 5 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

All and whole the tenant's interest in the lease between Riskworth Properties Limited and Tecjet Limited dated 22 April and 20 May and recorded in the Land Register of Scotland under Title Number GLA181956 on 12 July, all dates 2005 in respect of Unit 8, 292/334 Sauchiehall Street, Glasgow ("**Property**").

# MG01s

Particulars of a charge created by a company registered in Scotland

7

## Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision <sup>①</sup>

<sup>①</sup> 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

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 <sup>②</sup>

Please sign the form here.

Signature

Signature

X DHA Piper Scotland LLP. X

### <sup>②</sup> Signature

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

# MG01s

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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 Christine Tonner

Company name DLA Piper Scotland LLP

Address Collins House

Rutland Square

Post town Edinburgh

County/Region

Postcode

E H 1 2 A A

Country

DX DX: ED271 Edinburgh

Telephone 08700 111 111



## 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)

## DEFINITIONS

1. **"Accession Deed"** means a document substantially in the form set out in schedule 7 of the Facilities Agreement;
2. **"Additional Borrower"** means a company which becomes an Additional Borrower in accordance with the Facilities Agreement;
3. **"Additional Guarantor"** means a company which becomes an Additional Guarantor;
4. **"Agent"** means **HSBC BANK PLC** as agent of the other Finance Parties;
5. **"Ancillary Document"** means each document relating to or evidencing the terms of an Ancillary Facility;
6. **"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 of the Facilities Agreement;
7. **"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 6 of the Facilities Agreement;
8. **"Arranger"** means **HSBC BANK PLC AND SANTANDER UK PLC** as mandated lead arrangers (whether acting individually or together);
9. **"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 of the Facilities Agreement;
10. **"Company"** means **ACADEMY MUSIC HOLDINGS LIMITED** a company incorporated in England and Wales with registered number 5141419;
11. **"Company Intra-Group Loan Agreement"** means the loan agreement dated on or about the date of the Facilities Agreement between the Company and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Company up to a maximum aggregate principal amount equal to the aggregate principal amount of the Facilities and interest thereon;
12. **"Compliance Certificate"** means a certificate substantially in the form set out in schedule 9 of the Facilities Agreement;
13. **"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent;
14. **"Facilities Agreement"** means the facility agreement between the Grantor, Original Borrowers, Original Guarantors, Arranger, Original Lenders, Original Hedge Counterparties, Agent, Security Agent and Ancillary Lenders dated on or about 29 November 2010;
15. **"Fee Letter"** means:
  - (a) any letter or letters dated on or about the date of this Agreement between the Arranger and the Company (or the Agent and the Company or the Security Agent and the Company) setting out any of the fees referred to in clause 14 of the Facilities Agreement and

- (b) any other agreement setting out fees payable to a Finance Party referred to in clause 14.5 of the Facilities Agreement or under any other Finance Document;

16. **"Finance Document"** means the Agreement, any Accession Deed, any Ancillary Document, the Company Intra-Group Loan Agreement, 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;

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

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

19. **"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 of the Facilities Agreement;

20. **"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 of the 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;

21. **"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;

22. **"Intercreditor Agreement"** means the intercreditor agreement dated the same date as this Agreement and 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);

23. **"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 of the Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of this Agreement;

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

25. **"Original Borrowers"** means the subsidiaries of the Company as listed as follows:

| Name of Original Borrower   | Registration number (or equivalent, if any) and Jurisdiction of Incorporation if not England and Wales |
|-----------------------------|--|
| The Company                 | 5141419  |
| Electricland Limited        | 5142633  |
| Academy Music Group Limited | 3463738  |

26. **"Original Guarantor"** means the Company and the subsidiaries of the Company as listed as follows:

| Name of Original Guarantor  | Registration number (or equivalent, if any) Jurisdiction of Incorporation |
|-----------------------------|---|
| The Company                 | 5141419   |
| Electricland Limited        | 5142633   |
| Academy Music Group Limited | 3463738   |
| ABC3 Limited                | SC296144 (Scotland)   |
| Tecjet Limited              | SC253459 (Scotland)   |

27. **"Original Hedge Counterparties"** means the financial institutions as listed as follows:

| Name of Original Hedge Counterparty |
|-------------------------------------|
| HSBC Bank plc                       |
| Santander UK plc                    |

28. **"Original Lenders"** means **THE FINANCIAL INSTITUTIONS** listed in part 2 of schedule 1 to the Facilities Agreement as lenders;
29. **"Party"** means a party to the Facilities Agreement;
30. **"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property;
31. **"Resignation Letter"** means a letter substantially in the form set out in schedule 7 of the Facilities Agreement;

32. **"Secured Parties"** means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate;
33. **"Security Agent"** means **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security trustee for the Secured Parties; and
34. **"Selection Notice"** means a notice substantially in the form set out in part 2 of schedule 3 of the Facilities Agreement given in accordance with clause 12 of the said Facilities Agreement in relation to a Term Facility;
35. **"Transaction Security"** means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents;
36. **"Transaction Security Documents"** means each of the documents listed as being a Transaction Security Document in paragraph 4(e) of 1 of schedule 2 of the Facilities Agreement, and any document required to be delivered to the Agent under paragraph 14 of part 3 of schedule 2 of the 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;
37. **"Utilisation Request"** means a notice substantially in the relevant form set out in part 1 of schedule 3 of the Facilities Agreement;





**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 253459  
CHARGE NO. 12

I HEREBY CERTIFY THAT A CHARGE CREATED BY TECJET  
LIMITED

ON 22 DECEMBER 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 29 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, EDINBURGH 30 DECEMBER  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES