

MG01

Particulars of a mortgage or charge

02001/52

IRIS Laserform

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
particulars of a charge
company To do this
form MG01s

FRIDAY



ease
uk

1

Company details

Company number 0 8 3 8 0 6 8 9

Company name in full HMV RETAIL LIMITED ("Chargor")

2

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 d5 m0 m4 y2 y0 y1 y3

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

4

Amount secured

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

Amount secured

All monies, debts, obligations and liabilities
whatsoever whether for principal, interest, default
interest or otherwise now or in the future due
from, owing or incurred by the Chargor to the
Chargee whether present or future actual or
contingent and whether alone or severally or
jointly with any other person and whether as
principal, guarantor, surety or otherwise and in
whatever name or style and whether on any current
account or in any manner whatever including any
moneys, debts, obligations and liabilities assigned
to the Chargee and interest to the date of payment
at such rates and upon such terms as may from time
to time be agreed and all commission, fees, costs,
expenses and other charges on a full and
unqualified indemnity basis ("Secured
Liabilities")

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 Goodmans Capital Investments Ltd ("Chargee")

Address Nerine Chambers, PO Box 905, Road Town, Tortola,
British Virgin IslandsPostcode 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

1 1 The Property

The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charged to the Chargee by way of legal mortgage all the Chargor's right, title, benefit, estate and interest in and to the Property

1.2 Fixed Charge Property

The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities, to the extent not effectively subject to the security constituted by paragraph 1 3, charged to the Chargee by way of fixed charge all the Chargor's present and future rights, title, benefit and interest in and to

- (a) any other freehold and leasehold property now and at any time during the continuance of this security belonging to, vested in or held by the Chargor (other than the Property) and the proceeds of sale thereof and all licences now or hereafter held by the Chargor to enter upon or use land and the benefit of all other agreements relating to land to which the Chargor is or may become a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Chargor and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder and all rents and other income of such freehold or leasehold property,

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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

None

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 Salans FMC SUIR Denton Europe 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	Adam Jones
Company name	Salans FMC SNR Denton Europe LLP
Address	Millennium Bridge House 2 Lambeth Hill
Post town	London
County/Region	
Postcode	E C 4 V 4 A J
Country	United Kingdom
DX	196 London/Chancery Lane
Telephone	+44 (0)20 7429 6024
 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:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> 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	

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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) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, the Rent and the benefit of any guarantee or security in respect of the Rent to the extent not effectively assigned under paragraph 1 4,</p> <p>(c) the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Chargor is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise relating to the Charged Property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them;</p> <p>(d) all monies from time to time standing to the credit of the account to which any Rent is paid;</p> <p>(e) all present and future plant, vehicles, machinery, computers and office and other equipment (to the extent not effectively mortgaged or charged under paragraphs 1 1 and 1 2(a)),</p> <p>(f) all chattels hired, leased, rented or agreed to be sold by the Chargor to any other person;</p> <p>(g) all debts including book debts and receivables and claims of any description now and from time to time due, owing, incurred or accountable to the Chargor and whether presently arising, payable or performable or hereafter arising, falling due for payment or performance and all proceeds thereof and the benefit of all rights relating thereto,</p> <p>(h) the Intellectual Property Rights, including without limitation all fees, royalties and other rights of any kind deriving from the Intellectual Property Rights;</p> <p>(i) the Chargor's present and future goodwill and uncalled capital,</p> <p>(j) all documents which have been or may from time to time be deposited with the Chargee and which are not charged to the Chargee pursuant to the foregoing sub-clauses, including all rights, monies or property (whether of a capital or income nature) howsoever accruing or derived therefrom or arising in respect thereof,</p> <p>(k) all contracts, licences, consents and authorisations held in connection with the Chargor's business or the use of any Charged Property and all rights in connection with them,</p>	

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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>(k) any sum now or at any time after the date of the Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986; and</p> <p>(l) all other existing and future property not charged or assigned by the previous paragraphs of this Clause (other than stock in trade or work in progress)</p> <p>1 3 Security by way of mortgage</p> <p>The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities assigned to the Chargee by way of fixed mortgage all the Chargor's present and future right, title, benefit and interest in and to</p> <p>(a) any hiring, leasing, rental or sales contract relating to any chattels hired, leased, rented or agreed to be sold by the Chargor to any other person and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of that contract (to the fullest extent permitted under any relevant agreement),</p> <p>(b) any contractual, restitutionary and tortious rights now and from time to time vested in the Chargor and whether presently arising or hereafter arising,</p> <p>(c) any balance in whatever currency now or in the future standing to the credit of any account with any bank or financial institution,</p> <p>(d) any present or future contracts or policies of insurance or assurance (including life policies) in which the Chargor now or hereafter has an interest and all claims and monies from time to time arising or payable thereunder, including any refund of premiums, and</p> <p>(e) any stocks, shares, units in collective investment schemes, debentures, bonds, notes, commercial paper, certificates of deposit, depository receipts, negotiable instruments and/or other securities of any kind whatsoever in or relating to any company, firm or entity wheresoever situate and any rights or entitlements derived directly or indirectly from the same and whether any of the foregoing is represented by a certificate or instrument or by an entry in any register, account, book entry or other record or common account and whether marketable or otherwise, and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same, together with all dividends, interest allotments, accretions, offers, rights, benefits and advantages whatsoever in respect of or incidental to such securities.</p> <p>1 4 Assignment</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigned to the Chargee.

- (a) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies,
- (b) the Rent and the benefit of any guarantee or security in respect of the Rent,
- (c) all rights and claims to which it is now or may in the future become entitled in relation to the Property including, without limitation, all rights and claims it may have from time to time against any seller or lessor or persons who now are, have been or may have from time to time become lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons and any security taken from any such persons; and
- (d) to the extent that the same are capable of assignment
 - (1) the benefit of all rights and claims to which it is now or may in the future become entitled under all present and future building contracts relating to the Properties and all guarantees, warranties and representations given or made by, and any rights and remedies against, all or any building contractors at any time engaged in relation to the Property, together with the benefit of all sums recovered in any proceedings against all and any such persons, and
 - (11) the benefit of all appointments, contracts, guarantees, representations, warranties and undertakings given or made by, and any rights or remedies against, all or any professional advisers now or at any time engaged in relation to the Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in or on the buildings erected or to be erected on the Property and any other person, firm or company now or from time to time under contract with it or under a duty to it (including, without limitation, direct warranties between it and any sub-contractor and the benefit of any performance bond or a bond of any other form or content and/ or any parent company guarantee or guarantees) together with the benefit of all sums recovered in any proceedings against all or any such persons,

provided that nothing in this paragraph 1.4 shall constitute the

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Short particulars	<p style="text-align: center;">Chargee as mortgagee in possession</p> <p>1 5 Floating Charge</p> <p>(a) The Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charged to the Chargee by way of floating charge</p> <p>(1) the Chargor's undertaking and all its other property assets and rights whatsoever and wheresoever present and future (other than those situated in Scotland) including those expressed above as charged by way of mortgage or fixed charge or assigned to the Chargee if and to the extent that such mortgage charge or assignment may fail for any reason to operate as a legal mortgage or fixed security or charge or may otherwise be ineffective, and</p> <p>(11) without exception, the Chargor's undertaking and all its other property assets and rights whatsoever present and future situated in Scotland and/or enforceable by a competent court or tribunal in Scotland.</p> <p>(b) The parties confirmed that the Debenture contains a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986 and accordingly that paragraph 14 shall apply to the Debenture.</p> <p>2. NEGATIVE PLEDGE and SECURITY OVER SHARES</p> <p>2.1 The Chargor covenanted with the Chargee that, save with the Chargee's prior written consent the Chargor will not</p> <p>(a) create nor permit to subsist any Security Interest (other than the debenture made on or about the date of the Debenture between the Chargor (as chargor) and 1846 Security Trustee Limited (as chargee)), over the whole or any part of the Charged Property, nor</p> <p>(b) other than with respect to the Chargor's stock in trade and work in progress which for the time being remains the subject of a floating charge hereunder, part with possession, convey, transfer, assign, sell, discount, factor, lease or grant any licence over or otherwise dispose of the Charged Property or any part thereof, nor</p> <p>(c) with respect to the Chargor's stock in trade and work in progress which for the time being remains the subject of a floating charge hereunder, part with possession, convey, transfer, assign, sell, discount, factor, lease or grant any licence over or otherwise dispose of the same or any part thereof except in the ordinary course of its business on an</p>	

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Short particulars

arm's length basis, on the usual terms of trade for such a business and for the full value thereof; nor

(d) agree to do anything prohibited by the foregoing.

2 2 Where the security given under the Debenture is security over the issued share capital of a corporate entity, the Chargee will exercise any rights vested in it by virtue of such security at the direction of and in the interests of the Chargor unless the Chargee wishes to exercise such rights for the purpose of preserving the value of its security or realising its security

DEFINITIONS

"**Charged Property**" means the Property and all other assets, rights and undertaking of the Chargor which are the subject of any security created or purported to be created by the Debenture;

"**Intellectual Property Rights**" means:

- a) those intellectual property rights and interests in those rights which are specified in Schedule 5 (*Intellectual Property*) of the Debenture (if any);
- b) the Chargor's present and future trade marks, service marks, trade names, logos, get-up, patents, petty patents, utility models, inventions, registered and unregistered design rights, copyrights, database rights, rights in domain names and URLs, image rights, rights to sue for passing off and in unfair competition and all other similar rights in any part of the world (including Know-how) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations; and
- c) all other forms of intellectual or industrial property of the Chargor and any other rights and assets of a similar nature to those described in b) of the Chargor which may now or in the future subsist in any jurisdiction and whether registered or not,

"**Property**" means the freehold property or properties as set out in Schedule 1 (*The Freehold Property*) of the Debenture (if any) and the leasehold property or properties as set out in Schedule 2 (*The Leasehold Property*) of the Debenture (if any) and includes each and every part of such property or properties and all buildings fixtures and fittings thereon, and

"**Rent**" means all amounts payable to or for the benefit of the Chargor by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Chargor in

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respect of occupation or usage of any part of the Property,
including (without limitation) for display of advertisements on
licence or otherwise ,



FILE COPY

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

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

COMPANY NO. 8380689

CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 APRIL 2013
AND CREATED BY HMV RETAIL LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
GOODMANS CAPITAL INVESTMENTS LTD ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 12 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 APRIL 2013

DX



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES