



Registration of a Charge

Company name: **ACADEMY MUSIC GROUP LIMITED**

Company number: **03463738**

Received for Electronic Filing: **30/12/2015**



X4NCO2V4

Details of Charge

Date of creation: **22/12/2015**

Charge code: **0346 3738 0027**

Persons entitled: **HSBC BANK PLC AS SECURITY AGENT**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS 14-18 HORSEFAIR, BRISTOL STREET, BIRMINGHAM, B1 1DB AND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER WM911674.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3463738

Charge code: 0346 3738 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2015 and created by ACADEMY MUSIC GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th December 2015 .

Given at Companies House, Cardiff on 31st December 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 22 December 2015

EXECUTION VERSION

**(1) ACADEMY MUSIC GROUP LIMITED
(AS CHARGOR)**

**(2) HSBC BANK PLC
(AS SECURITY AGENT)**

SUPPLEMENTAL LEGAL MORTGAGE

relating to a Debenture dated 2 November 2015



Pinsent Masons

THIS SUPPLEMENTAL MORTGAGE is made on 22 November 2015

BETWEEN:-

- (1) **ACADEMY MUSIC GROUP LIMITED** a company incorporated in England and Wales with registered number 3463738 (the "**Chargor**");
- (2) **HSBC BANK PLC** as agent and trustee for itself and each of the Secured Parties (the "**Security Agent**").

WHEREAS:-

- (A) The Chargor has entered into a Debenture dated 2 November 2015 (as supplemented and amended from time to time, the "**Debenture**") between the companies named therein as Chargors and HSBC Bank plc as agent and trustee for itself and on behalf of each of the Secured Parties.
- (B) Pursuant to clause 4.5 (*Leases Restricting Charging*) of the Debenture, the Chargor has agreed to execute and deliver to the Security Agent a valid legal mortgage of any Consent Property upon receipt of the relevant waiver or consent.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the recitals to it):

- 1.1.1 terms defined in the Debenture shall have the same meaning in this Deed; and
- 1.1.2 the "**Additional Property**" means the property specified in Schedule 1 (*Details of Additional Property*).

1.2 Interpretation

- 1.2.1 Unless a contrary indication appears, any reference in this Deed to the "**Chargor**" or the "**Security Agent**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- 1.2.2 The principles of construction set out in clause 1.2 (*Interpretation*) of the Debenture shall apply to this Deed, with any necessary changes, as if they were set out in full in this Deed.

1.3 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 **Third party rights**

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

2. **GRANT OF SECURITY**

2.1 **Nature of security**

All Security and dispositions created or made by this Deed are created or made:

- 2.1.1 in favour of the Security Agent;
- 2.1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- 2.1.3 are continuing security for payment of the Secured Obligations.

2.2 **Legal Mortgage**

The Chargor charges and agree to charge by way of first legal mortgage all its present and future right, title and interest in and to the Additional Property.

2.3 **Delivery of Documents of Title**

The Chargor shall upon the execution of this Deed:

- 2.3.1 deliver up to the Security Agent all deeds, certificates and other title documents in its possession relating to its interest in the Additional Property (which the Security Agent shall be entitled to hold and retain in accordance with the terms of the Debenture and the Security created by this Deed); or
- 2.3.2 an undertaking from the Chargor's solicitors (in form and substance acceptable to the Security Agent) to hold all deeds, certificates and other documents of title relating to the Additional Property strictly to the order of the Security Agent under the terms of the Debenture and the Security created by this Deed.

2.4 **Land Registry**

The Chargor and the Security Agent shall apply to the Land Registry for the following notices to be entered into on the register of the title to any Land now or in the future owned by the Chargor and registered under the Land Registration Act 1925:-

- 2.4.1 "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent by the proprietor for the time being of the charge dated 2015 in favour of HSBC Bank plc as Security Agent referred to in the charges register, or if appropriate, signed on such proprietor's behalf by HSBC Bank plc as Security Agent".
- 2.4.2 "HSBC Bank plc is under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents and the security created by the charge dated 2015 in favour of HSBC Bank plc as Security Agent has been created for the purpose of securing such further advances".

3. **APPLICATION OF DEBENTURE PROVISIONS**

The security interests created by this Deed are created "*pursuant to the Debenture*" and:

- 3.1.1 all references in the Debenture to the "**Security Assets**" include the Additional Property and the other assets charged by this Deed, to the "**Charged Securities**" include the Additional Property and the other assets charged by this Deed, to "**Real Property**" include the Additional Property and the other assets charged by this Deed; and
- 3.1.2 all provisions of the Debenture relating to the "**Security**" (including, without limitation, obligations of the Chargor and rights of enforcement) apply respectively to the Additional Property and to the Security created by this Deed.

4. **SUPPLEMENTAL DEED**

4.1 **Debenture**

- 4.1.1 This Deed is supplemental to the Debenture.
- 4.1.2 From the date of this Deed the provisions of the Debenture and of this Deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in this Deed.
- 4.1.3 This Deed is designated as a Finance Document.

4.2 **Continuance in force**

For the avoidance of doubt, the provisions of the Debenture and the other Finance Documents (except as amended by this Deed) continue to apply and remain in full force and effect.

5. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

6. **GOVERNING LAW**

This Deed and all non-contractual obligations arising out of or in connection with are governed by English law.

IN WITNESS whereof this Deed has been executed as a deed by the Chargor and signed on behalf of the Security Agent, on the date first above written

SCHEDULE 1

Details of the Additional Property

Property description	Tenure	Title number(s)
14-18 Horsefair, Bristol Street, Birmingham, B1 1DB	Leasehold	WM911674

The Chargor

EXECUTED as a Deed
by **ACADEMY MUSIC GROUP LIMITED**
acting by a director, in the presence of:-



JAMES HANCOCK

Signature of witness:



Director

Name of witness: JOSEPH MCKECHNIE

Address:



Occupation: FINANCIAL CONTROLLER

The Security Agent

SIGNED for and on behalf of
HSBC BANK PLC

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The Chargor

EXECUTED as a Deed
by **ACADEMY MUSIC GROUP LIMITED**
acting by a director, in the presence of:-

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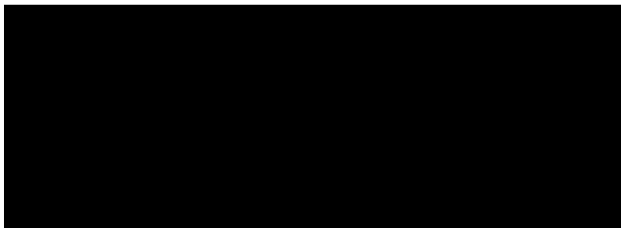
Signature of witness:

Director

Name of witness:

Address:

Occupation:



The Security Agent

SIGNED for and on behalf of
HSBC BANK PLC

) N G NAME
RELATIONSHIP DIRECTOR.