



**Registration of a Charge**

Company name: **KOBALT MUSIC GROUP LIMITED**

Company number: **04018752**

Received for Electronic Filing: **31/05/2016**



X58604UO

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**Details of Charge**

Date of creation: **18/05/2016**

Charge code: **0401 8752 0011**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **IO**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4018752

Charge code: 0401 8752 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2016 and created by KOBALT MUSIC GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st May 2016 .

Given at Companies House, Cardiff on 1st June 2016

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

**THIS DOCUMENT AND THE BANK'S SECURITY TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.**

**Owner:** Kobalt Music Group Limited Registered No: 04018752

**Bank:** The Royal Bank of Scotland plc

**Securities:** All securities and investments belonging to the Owner (including all income, rights and cash on deposit derived from them), (i) which are held in the name of or to the order of the Bank or any nominee of the Bank, (ii) in respect of which the title documents or certificates are deposited with or held to the order of the Bank or any nominee of the Bank, or (iii) which are named in any schedule given to the Bank by the Owner.

The Bank's Security Terms form part of this deed and are available to be read and printed online. To access the Terms go to [www.rbs.co.uk/terms](http://www.rbs.co.uk/terms) and enter **sec0210** or a copy can be obtained from the Owner's Relationship Manager or the contact at the Bank who supplied this deed.

**1. Owner's Obligations**

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.
- 1.2 any expenses the Bank incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Securities or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

**2. Charge**

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee assigns to the Bank all rights to the Securities.

**3 Undertakings**

The Owner undertakes:

- 3.1 to deposit with the Bank or its nominee all share certificates and other documents of title in respect of the Securities and all documents relating to any bonus or rights or other issue of stock or shares in respect of the Securities.
- 3.2 to pay any payments due in respect of the Securities.
- 3.3 where required by the Bank, to transfer to the Bank or its nominee legal title to any of the Securities and to procure that those Securities are registered in the name of the Bank or its nominee.
- 3.4 where required by the Bank, to mandate to the Bank all income derived from the Securities.
- 3.5 to comply with any obligation to provide information to the issuer of the Securities about the Owner or the voting rights held.

**4. Restrictions**

- 4.1 The Owner will not, without the Bank's consent:
  - 4.1.1 permit or create any mortgage, charge or lien on the Securities, or
  - 4.1.2 dispose of or assign the Securities.

4.2 If the Bank consents to the Owner disposing of any of the Securities and purchasing others as the Bank may approve, then the replacement securities will be subject to this deed and references to Securities includes them.

**5. Return of Securities on Discharge**

On discharge of this deed the Owner will accept in place of any of the Securities, other securities of the same class and denomination.

**6. Powers of the Bank**

The Bank will only exercise the rights attached to the Securities in accordance with the Owner's instructions except that the Bank may:

- 6.1 sell or instruct the sale of or transfer the Securities without restriction,
- 6.2 make all payments due in respect of the Securities or the rights attached to the Securities,
- 6.3 exercise any rights attached to the Securities to realise or preserve their value, and
- 6.4 serve notice of this deed on any person to perfect the security.

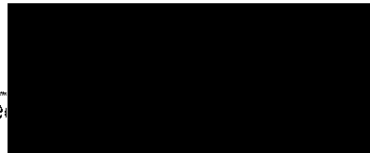
**7. Law**

English law applies to this deed.

Executed and Delivered as a deed by  
the Owner

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Dire



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Director/Secretary

Where only one Director signs, a witness is required

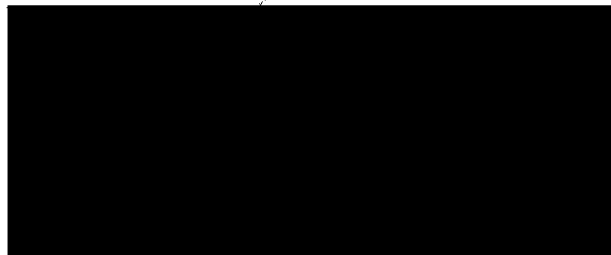
Signed by the Director in the presence of:

Witness' signature

Witness' name in full

Address

Occupation



Date

18 05 16

You must date  
the document