



Registration of a Charge

Company name: **KOBALT MUSIC GROUP LIMITED**

Company number: **04018752**



X9IEBVCH

Received for Electronic Filing: **23/11/2020**

Details of Charge

Date of creation: **03/11/2020**

Charge code: **0401 8752 0023**

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

Brief description:

Contains fixed charge(s).

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: **KS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4018752

Charge code: 0401 8752 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd November 2020 and created by KOBALT MUSIC GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2020 .

Given at Companies House, Cardiff on 24th November 2020

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**

Our ref: 6091283/MD4

Charge of Deposit with the Security Agent (04/18)

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner: Kobalt Music Group Limited (Registered No: 04018752)

Security Agent: The Royal Bank of Scotland plc (Registered No: S0083026) as security agent for the Secured Party (as defined below)

Deposit: The deposit of [REDACTED] and all amounts in the future credited to account number [REDACTED] with the Security Agent

1. Owner's Obligations

The Owner will pay to the Secured Party on demand all the Owner's Obligations. The Owner's Obligations are: all the Owner's liabilities under the 2002 ISDA Master Agreement dated as of the **3** day of **November** 2020 between NatWest Markets plc and the Owner (the "Relevant Agreement") and:

- 1.1 Interest at the rate charged by such Secured Party (as applicable), 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 that Secured Party; and
- 1.2 Any expenses any Secured Party or the Security Agent incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Deposit or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

The Secured Party is NatWest Markets plc (Registered No: SC090312) and their respective successors (and Secured Party shall mean any such person). The Owner acknowledges and agrees that the rights and interests granted to the Security Agent and the Secured Party under this deed are subject to the terms of the intercreditor agreement entered into between the Security Agent and the Secured Party in connection with the Owner's Obligations as amended, supplemented, varied or restated from time to time.

2. Charge

The Owner, as a continuing security for the payment of the Owner's Obligations with full title guarantee charges the Deposit to the Security Agent.

3. Restrictions

The Owner will not without the Security Agent's consent:

- 3.1 permit or create any mortgage, charge or lien on the Deposit.
- 3.2 dispose of or assign the Deposit.
- 3.3 make any withdrawal from the Deposit. The Security Agent allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals.

With the exception of, in the case of 3.1 and 3.2 above, the security and assignments created by or pursuant to the debenture dated 26 November 2018 granted in favour of XXIII Capital Limited, trading as 23 Capital (as supplemented by the supplemental deed of charge dated 2 December 2019 granted in favour of Wilmington Trust, National Association).

4. The Deposit

- 4.1 If the Account is changed, replaced or renamed, this deed will apply to any credit balance held on the new or renamed account. References to Deposit include any credit balance which derives (in whole or part) from the Deposit.
- 4.2 If the Deposit is for a fixed term and the Owner's Obligations remain outstanding on maturity then the Security Agent may transfer the Deposit to another account in the Owner's name with the Security Agent. The Security Agent will take note of any request by the Owner when selecting the account.

5. Powers of the Security Agent

- 5.1 If instructed to do so by the Secured Party as permitted by the Relevant Agreement, the Security Agent may retain the Deposit and, without prior notice, apply or set off the Deposit to reduce the Owner's Obligations.
- 5.2 The Security Agent (in its capacity as such) may set off any amount due from the Owner against any amount owed by the Security Agent (in its capacity as such) to the Owner. For this purpose, the Security Agent may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 5.3 Any credit balance with a Secured Party will not be repayable, or capable of being disposed of, charged or dealt with by the Owner until the Owner's Obligations, both before and after demand, have been paid in full. The Security Agent (or any Secured Party) allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals.

6. Power of Attorney

To give effect to this deed and secure the exercise of any of the Security Agent's powers, the Owner irrevocably appoints the Security Agent to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name, to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

7. Application of Payments

- 7.1 The Security Agent may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Security Agent decides.
- 7.2 If the Security Agent and/or any Secured Party receives notice of any fixed charge or other similar interest affecting the Deposit, the Security Agent or, as applicable, that Secured Party, may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Security Agent or that Secured Party suspends the account(s), any payments received by the Security Agent or that Secured Party for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

8. Preservation of other Security and Rights and Further Assurance

- 8.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Security Agent and/or any Secured Party, now or in the future. The Security Agent may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Security Agent's other rights.
- 8.2 On request, the Owner will execute any deed or document, or take any other action required by the Security Agent, to perfect or enhance the Secured Party's security under this deed.

9. Consents, Notices and Demands

9.1 All consents, notices and demands must be in writing.

9.2 The Security Agent may deliver a notice or demand to the Owner at its registered office.

9.3 A notice or demand signed by an official of the Security Agent will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A business day is a weekday other than a national holiday.

9.4 A notice from the Owner to the Security Agent will be effective on receipt.

10. Transfers

The Security Agent and any other Secured Party may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Security Agent and/or any other Secured Party to give that person or its agent any financial or other information about the Owner. References to the Secured Party and the Security Agent include in each case, their successors.

11. Possession and Enforceability

11.1 The Security Agent does not have an immediate right to possession of the Deposit, and the Owner will continue in possession until the Security Agent takes possession. If the Security Agent makes a demand having been instructed to do so by the Secured Party as permitted by the Relevant Agreement, the Security Agent may then take possession or exercise any of its other powers without further delay.

11.2 Any purchaser or third party dealing with the Security Agent may assume that the Security Agent's powers have arisen and are exercisable without proof that demand has been made.

11.3 The Security Agent will not be liable to account to the Owner for any money not actually received by the Security Agent.

12. Law

12.1 English law applies to this deed and the English courts have exclusive jurisdiction.

12.2 For the benefit of the Security Agent, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

13. Miscellaneous

13.1 The rights of the Security Agent and the security granted by the Owner under this deed are held by the Security Agent on trust for the benefit of the Secured Party and are subject to the terms of all applicable agency, trustee and intercreditor arrangements agreed between the Security Agent and the Secured Party as amended, supplemented, varied or restated from time to time.

13.2 The Security Agent will not be liable (for whatever reason including taking possession of any property or security assets as mortgagee or otherwise) for:

13.2.1 any costs, losses, liabilities or expenses relating to the realisation of any property or security assets; and/or

13.2.2 any action taken (or not taken) by the Security Agent or their officers, employees or agents in relation to any property or security assets or in connection with this deed, unless directly caused by its gross negligence or wilful misconduct.

Executed and Delivered as a deed by
the Owner

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Director Laure

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

Andrew Garcia

Executive assistant

Date:

03112020

You must date the
document

[Signature Page to the Charge of Deposit with Security Agent]

Confidential