



Registration of a Charge

Company Name: **AV DISTRIBUTION LTD**

Company Number: **05385699**



XAX3ZV8A

Received for filing in Electronic Format on the: **04/02/2022**

Details of Charge

Date of creation: **03/02/2022**

Charge code: **0538 5699 0004**

Persons entitled: **HSBC UK BANK PLC (AS SECURITY AGENT)**

Brief description:

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: **DANIEL COOKE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5385699

Charge code: 0538 5699 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd February 2022 and created by AV DISTRIBUTION LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2022 .

Given at Companies House, Cardiff on 7th February 2022

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**

DEED OF ACCESSION

THIS DEED is made on 3 February 2022

BETWEEN:-

- (1) **AV DISTRIBUTION LTD** (the "**New Chargor**"), a company incorporated in England or Wales whose registered office is at Holgate Park Drive, York, United Kingdom, YO26 4GN;
- (2) **GEAR4MUSIC LIMITED** (the "**Company**") for itself and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below); and
- (3) **HSBC UK BANK PLC** as the Security Agent.

INTRODUCTION

- (A) The New Chargor is, or will on the date of this Deed become, a wholly-owned Subsidiary of the Company.
- (B) This Deed is supplemental to a deed dated 21 April 2021 (as supplemented and amended from time to time, the "**Debenture**") between, among others, the Company, each of the companies named in the Debenture as Chargors, and HSBC UK Bank plc as agent and trustee for the Secured Parties.
- (C) The New Chargor at the request of the Company and in consideration of the Secured Parties making or continuing to make facilities available to the Company or any other member of its group has agreed to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

The New Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it as a Chargor.

3. SECURITY

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Land*);
- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Shares*) ;

- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 3 (*Assigned Insurances*);
- 3.4 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 4 (*Assigned Contracts*);
- 3.5 the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 5 (*Assigned Accounts*); and
- 3.6 the Charged Accounts charged by way of fixed charge shall include those referred to in Schedule 6 (*Charged Accounts*).

4. CONSENT OF EXISTING CHARGORS

The Company by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

5. EFFECT ON DEBENTURE

- 5.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 5.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the New Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

6. GOVERNING LAW

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

SCHEDULE 1

LAND

None at the date of this Deed.

SCHEDULE 2

SHARES

None at the date of this Deed.

SCHEDULE 3

ASSIGNED INSURANCES

None at the date of this Deed.

SCHEDULE 4

ASSIGNED CONTRACTS

None at the date of this Deed.

SCHEDULE 5

ASSIGNED ACCOUNTS

None at the date of this Deed.

SCHEDULE 6

BLOCKED ACCOUNTS

None at the date of this Deed.

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargor

EXECUTED as a Deed)
by AV DISTRIBUTION LTD acting by,)
Chris Scott , a Director)
in the presence of:-)

Signature of witness:

Name of witness: Mark DeOweneley

Address:

Occupation: Accoun

The Company

EXECUTED as a Deed)
by GEAR4MUSIC LIMITED acting by,)
Chris Scott ,a Director)
in the presence of:-)

Signature of witness:

Name of witness: Mark DeOweneley

Address:

Occupation: Accou

The Security Agent

SIGNED for and on behalf of HSBC UK)
BANK PLC)