



Registration of a Charge

Company name: **CHESTER MUSIC LIMITED**

Company number: **00162623**



X5ZHERC8

Received for Electronic Filing: **03/02/2017**

Details of Charge

Date of creation: **27/01/2017**

Charge code: **0016 2623 0005**

Persons entitled: **COUTTS & CO**

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: **MARTIN BLAKE, FARRER & CO LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 162623

Charge code: 0016 2623 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th January 2017 and created by CHESTER MUSIC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd February 2017 .

Given at Companies House, Cardiff on 6th February 2017

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**

Vont 613

1 CASH Deposit All Direct

Charge of Deposit with the Bank Secs 32 (04/03)

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.

Date: 27 January 2017

Definitions

Depositor: Chester Music Limited (Company Registered Number 00162623) whose registered office is situate at 14-15 Berners Street London W1T 3LJ

Bank: Coutts & Co. (Company Registered Number 36695 whose registered office is situate at 440 Strand, London WC2R 0QS

Interest: Interest at the rate(s) charged to the Depositor by the Bank from time to time

Deposit: All deposits now and in the future credited to Account designation ~~£4~~ with the Bank and any deposit or account of any other currency description or designation which derives in whole or in part from such deposits or Account

Depositor's Obligations: All the Depositor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

Expenses: All expenses (on a full indemnity basis) incurred by the Bank at any time in connection with the Deposit or the Depositor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by or pursuant to this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

Required Currency: The currency or currencies in which the Depositor's Obligations are expressed from time to time

Charge

1 The Depositor covenants to discharge on demand the Depositor's Obligations and as a continuing security for such discharge and as absolute owner (and under English Law with full title guarantee) assigns to the Bank the Deposit subject to re-assignment on redemption

Powers of the Bank

2.1 Despite any term to the contrary in relation to the Deposit the Bank may at any time without notice (both before and after demand) appropriate the Deposit or any part of it in discharge of the whole or any part of the Depositor's Obligations

2.2 Section 93(1) of the Law of Property Act 1925 (under English Law) shall not apply to this deed

2.3 In addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off any deposit or credit balance on any account of the Depositor with the Bank (including the Deposit) (whether or not that deposit or balance is due to the Depositor) against the whole or any part of the Depositor's Obligations

2.4 The Bank may exchange or convert to the Required Currency any currency held or received

Restrictions

3 Despite any term to the contrary in relation to any deposit or credit balance on any account of the Depositor with the Bank (including the Deposit) that deposit or balance will not be capable of being assigned dealt with mortgaged or charged (other than an assignment, mortgage or charge in favour of the Bank) and will not be repayable to the Depositor before all the Depositor's Obligations have been discharged but the Bank may without prejudice to this deed permit the Depositor to make withdrawals from time to time

Appropriation

4.1 Subject to Clause 4.2 the Bank may appropriate all payments received for the account of the Depositor in reduction of any part of the Depositor's Obligations as the Bank decides

- 4.2 **The Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting the Deposit. Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Depositor's Obligations outstanding at the time of receiving such notice**

Redesignation Renewal or Replacement of the Deposit

- 5.1 **If the account in which the Deposit is held is changed replaced or redesignated this deed will apply to any deposit in the new or redesignated account from time to time**
- 5.2 **If the account in which the Deposit is held is changed replaced or redesignated, notwithstanding clause 5.1, the Depositor will at its own cost at the Bank's request execute any deed or document and take any action required by the Bank to complete or perfect an assignment of such new or redesignated account where appropriate in substitution of this deed and in consideration of the Debtor's Obligations**

Preservation of other Security and Rights and Title Covenants

- 6.1 **This deed is in addition to any other security present or future held by the Bank for the Depositor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank**
- 6.2 **The Depositor covenants with the Bank that the Depositor:-**
- 6.2.1 **Has the right to assign the Deposit to the Bank free from all charges, encumbrances and other third party rights;**
- 6.2.2 **The Depositor will at the Depositor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to complete or perfect the assignment of the Deposit to the Bank under Clause 1 (including, without limitation, making any intimation of such assignment) or further to secure on the Deposit the Depositor's Obligations**

Notices

- 7.1 **Any notice or demand by the Bank may be sent by post or fax or delivered to the Depositor at the Depositor's address last known to the Bank or if the Depositor is**
- 7.1.1 **A company may be served personally on any of its directors or its secretary**
- 7.1.2 **A limited liability partnership may be served personally on any of its members**
- 7.2 **A notice or demand by the Bank by post shall be deemed served on the day after posting**
- 7.3 **A notice or demand by the Bank by fax shall be deemed served at the time of sending**

Governing Law

- 8 **This deed shall be governed by and construed in accordance with English law**

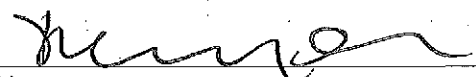
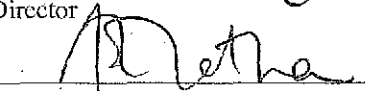
Interpretation

- 9.1 **The expressions "Depositor" and "Bank" where the context admits include their respective successors in title and assigns**
- 9.2 **If two or more persons are included in the expression "Depositor" then the use in this deed of the word "Depositor" shall be deemed to refer to such persons both together and separately and the Depositor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them**
- 9.3 **If the definition of "Deposit" refers to more than one deposit or account then the use in this deed of the word "Deposit" shall be deemed to refer to such deposits and/or accounts both together and separately**
- 9.4 **The expression "Deposit" includes all interest accrued or accruing in the future on it**
- 9.5 **Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select**
- 9.6 **Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected**

9.7 The expression "set off" includes a right of retention, claim of compensation or balancing of accounts on insolvency

In Witness of which this deed has been duly executed

Signed and Delivered as a deed by
the Depositor acting by a director
and its secretary or two directors

) X  X
) Director
) X  X
) Director/Secretary