

154262 715  
**MG01**

Particulars of a mortgage or charge



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee.  
Please see 'How to pay' on the last page.

☒ **What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland.

☐ **What this form is NOT for**

You cannot use this form to reg  
particulars of a charge for a Sc  
company. To do this, please us  
form MG01s.

SATURDAY



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\*A0096FJB\*

05/12/2009

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COMPANIES HOUSE

**1**

**Company details**

Company number 0 3 0 8 7 0 6 9

Company name in full September Songs Limited (the "Company")

6 For official use

**→ Filling in this form**

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**2**

**Date of creation of charge**

Date of creation d2 d7 m1 m1 y2 y0 y0 y9

**3**

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description A guarantee and debenture granted by the Company in favour of the Lender (defined below) dated  
27 November 2009 (the "Debenture").

**4**

**Amount secured**

Please give us details of the amount secured by the mortgage or charge.

Amount secured

The Company covenanted with the Lender that it would when due  
and payable discharge all monies, obligations and liabilities which  
the Company may at any time have to the Lender (including, without  
limitation, any liability in respect of any advances or further  
advances made under the Finance Documents), whether present or  
future, actual or contingent (and whether incurred solely or jointly  
and whether as principal or as surety or in some other capacity) and  
the Company would pay to the Lender when due and payable every  
sum at any time owing, due or incurred by the Company to the  
Lender in respect of any such liabilities provided that neither such  
covenant nor the security constituted by the Debenture would extend  
to or include any liability or sum which would, but for this proviso,  
cause such covenant or security to be unlawful or prohibited by any  
applicable law (the "Secured Obligations").

**Continuation page**

Please use a continuation page if  
you need to enter more details.

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

**Continuation page**  
Please use a continuation page if you need to enter more details.

Name Coutts & Co. (the "Lender")

Address 440 Strand, London

Postcode W C 2 R 0 Q S

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

**Continuation page**  
Please use a continuation page if you need to enter more details.

Short particulars

The Company charged with full title guarantee in favour of the Lender with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture would be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

- (a) the Real Property (if any);
- (b) the Tangible Moveable Property (if any);
- (c) the Accounts;
- (d) the Intellectual Property (if any);
- (e) any goodwill and rights in relation to the uncalled capital of the Company (if any);
- (f) the Insurance Policies;
- (g) the Investments;
- (h) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- (i) all Related Rights other than any claims which are otherwise subject to a fixed charge (at law or in equity) pursuant to the Debenture.

To be continued....

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

NA

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here.

Signature

Signature

X Farrer & Co LLP

X

This form must be signed by a person with an interest in the registration of the charge.

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Katie White**

Company name **Farrer & Co. LLP**

Address

Post town

County/Region

Postcode

W

C

2

A

3

L

H

Country

DX **32 Chancery Lane**

Telephone **+44 (0)20 7242 2022**



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have included the original deed with this form.
- ☒ [x] You have entered the date the charge was created.
- ☒ [x] You have supplied the description of the instrument.
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee.
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged.
- ☒ [x] You have signed the form.
- ☒ [x] You have enclosed the correct fee.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Continued...</p> <p>The Company with full title guarantee charged in favour of the Lender with the payment and discharge of the Secured Obligations by way of first floating charge all assets and undertaking of the Company at the date of the Debenture and in thereafter.</p> <p>The Company also covenanted with the Lender that it would not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of its Charged Property other than Security permitted pursuant to the Finance Documents.</p> <p>In this form MG01:</p> <p>"<b>Account</b>" means each account opened or maintained by the Company with the Lender or any other person (and any replacement account or subdivision or sub-account of that account), the debt or debts represented thereby and all Related Rights.</p> <p>"<b>Deed of Subordination</b>" means the deed of subordination dated on or about the date of the Debenture and made between, inter alios, DCD Media Plc, the Company, the Lender, and the Subordinated Creditors (as defined therein).</p> <p>"<b>Charged Property</b>" means all the assets and undertakings of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Lender pursuant to the Debenture.</p> <p>"<b>Facilities Agreement</b>" means (a) a term loan facility in an aggregate amount of up to £3,000,000 dated on or about the date of the Debenture and made between DCD Media Plc and the Lender, and/or (b) any other agreement, instrument or document from time to time evidencing or governing the terms on which the Company owes any Secured Obligations to the Lender.</p> <p>"<b>Finance Documents</b>" means any Facilities Agreement, the Deed of Subordination, the Debenture, the IPR Charge and any other document designated as such by DCD Media Plc and the Lender.</p> <p>"<b>IPR Charge</b>" means the fixed charge over Intellectual Property dated on or about the date of this Debenture and made between inter alios, DCD Media Plc, the Company and the Lender.</p> <p>"<b>Insurance Policies</b>" means any policy of insurance in which the Company may from time to time have an interest.</p> <p>"<b>Intellectual Property</b>" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which the Company is entitled, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.</p> <p>To be continued...</p>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Continued...</p> <p><b>"Investments"</b> means: (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares); (b) all interests in collective investment schemes; and (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b), in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).</p> <p><b>"Real Property"</b> means: (a) any freehold, leasehold or immovable property; and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property; and includes all Related Rights.</p> <p><b>"Related Rights"</b> means, in relation to any asset: (a) the proceeds of sale of any part of that asset; (b) subject to any regulatory restrictions, all rights under any licence, agreement for sale or agreement for lease in respect of that asset; (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and (d) any monies and proceeds paid or payable in respect of that asset.</p> <p><b>"Security"</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar affect.</p> <p><b>"Shares"</b> means the Company's title, benefit and interest in the shares held by it in any company as at the date of the Debenture together with any additional shares in any company acquired by it from time to time.</p> <p><b>"Tangible Moveable Property"</b> means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.</p>	



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 3087069  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE  
DATED 27 NOVEMBER 2009 AND CREATED BY SEPTEMBER  
SONGS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO COUTTS & CO ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 5 DECEMBER  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 DECEMBER  
2009

PO  
JOL



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES