



Registration of a Charge

Company Name: **BIG PICTURE MUSIC LTD.**

Company Number: **00908134**



Received for filing in Electronic Format on the: **25/09/2023**

XCCS0TZK

Details of Charge

Date of creation: **13/09/2023**

Charge code: **0090 8134 0009**

Persons entitled: **FIFTH THIRD BANK, NATIONAL ASSOCIATION (AS ADMINISTRATIVE AGENT FOR SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY HAS BEEN IDENTIFIED. FOR FULL DETAILS OF THE CHARGES AND FIXED SECURITY, PLEASE REFER TO THE INSTRUMENT.**

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 S859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE, COMPLETE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ANTHONY MARCOU, SOLICITOR, DLA PIPER UK LLP, LONDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 908134

Charge code: 0090 8134 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th September 2023 and created by BIG PICTURE MUSIC LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th September 2023 .

Given at Companies House, Cardiff on 27th September 2023

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**

EXECUTION VERSION

Dated 13 September 2023

**THE ENTITIES LISTED IN SCHEDULE 1 TO THIS DEBENTURE
as Chargors**

and

**FIFTH THIRD BANK, NATIONAL ASSOCIATION
as Administrative Agent**

DEBENTURE

O'Melveny

I certify that, save for material redacted pursuant to s859G of the Companies Act 2006, this is a true, complete and correct copy of the original instrument.

Date: 25 September 2023

Signed: [Signature]

DLA Piper UK LLP

CONTENTS

	<u>PAGE</u>
1. Definitions and Interpretation.....	1
2. Payment of Obligations	6
3. Fixed Security and Floating Charge.....	7
4. Crystallisation of Floating Charge.....	8
5. Further Assurance	10
6. Provisions Relating to UK Security	10
7. Restrictions on Dealing.....	11
8. Shares and Investments	11
9. Accounts	14
10. Book Debts	14
11. Insurances	15
12. Real Property	15
13. Material Media Agreements	16
14. When Security Becomes Enforceable.....	17
15. Enforcement of Security	17
16. Extension and Variation of the Law of Property Act 1925.....	18
17. Appointment of Receiver or Administrator	18
18. Powers of Receiver	19
19. Application of Proceeds.....	20
20. Protection of Purchasers	20
21. Power of Attorney	21
22. Effectiveness of Security	21
23. Release of Security.....	24
24. Set-Off	24
25. Subsequent Security Interests	24
26. Redemption of prior charges	25
27. Currency Indemnity	25
28. Currency Conversion	25
29. Assignment.....	25
30. Administrative Agent Rights and Powers.....	25
31. Notices	26

32.	Expenses, Stamp Taxes and Indemnity	26
33.	Payments Free of Deduction	27
34.	Discretion and Delegation	27
35.	Counterparts	27
36.	Governing Law	27
37.	Jurisdiction	28
	Schedule 1 The Chargors	29
	Schedule 2 Shares.....	31
	Schedule 3 Bank Accounts	34
	Schedule 4 Intellectual Property	36
	Schedule 5 Form of Notice of Charge of Accounts.....	37
	Schedule 6 Form of Acknowledgement of Notice of Charge.....	38
	Schedule 7 Form of Notice of Charge of Material Media Agreement	40
	Schedule 8 Form of Acknowledgement of Charge of Material Media Agreement.....	42

THIS DEBENTURE (this “**Debenture**”) is dated 13 September 2023 and made between:

- (1) **THE ENTITIES LISTED IN SCHEDULE 1 TO THIS DEBENTURE** (together the “**Chargors**” and each a “**Chargor**”); and
- (2) **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, as administrative agent for the Secured Parties (the “**Administrative Agent**”) which expression shall include any person for the time being appointed as administrative agent for the purpose of, and in accordance with, the Credit Agreement (as defined below).

BACKGROUND

- (A) It is a requirement of the Credit Agreement that the Chargors enter into this Debenture. This is a “UK Debenture” and a “UK Security Document” as defined in the Credit Agreement.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, words and expressions shall (unless otherwise expressly defined in this Debenture) have the meaning given to them in the Credit Agreement, and:

“**Account**” means the bank accounts listed in Schedule 3 (*Bank Accounts*) and any account opened or maintained by a Chargor from time to time with any of the banks listed in Schedule 3 or any other bank or financial institution or any other person (and any replacement account or subdivision or subaccount of that account) and all Related Rights.

“**Book Debts**” means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing.

“**Borrower**” means Concord Ops Holdings LLC, a Delaware limited liability company.

“**Charged Property**” means all the assets and undertaking of the Chargors which from time to time are the subject of the Security created or expressed to be created in favour of the Administrative Agent by or pursuant to this Debenture (and references to the Charged Property shall include references to any part of it).

“**Collateral Rights**” means all rights, powers and remedies of the Administrative Agent or the other

Secured Parties provided by or pursuant to this Debenture or by law.

“Credit Agreement” means the credit, security, pledge and guaranty agreement dated on or around the time of this Debenture and entered into by, *inter alios*, the Borrower as borrower, the guarantors party thereto (including the Chargors), the Administrative Agent as administrative agent and as issuing bank, and the lenders party thereto.

“Delegate” means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Administrative Agent or by a Receiver.

“Excluded Assets” means “Excluded Assets” as defined in the Credit Agreement.

“Fundamental Documents” means “Fundamental Documents” as defined in the Credit Agreement.

“Insurance Policy” means any policy of insurance, except for any third parties and directors and officers insurance in which a Chargor may from time to time have an interest, all moneys payable and paid to the Chargor under or in respect of any such policy.

“Intellectual Property” means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to:

- (a) all intellectual property (if any) listed in Schedule 4 (*Intellectual Property*);
- (b) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (c) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist).

“Investments” means:

- (a) all present and future stocks, shares, loan capital, debentures, bonds, investments, 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 paragraphs (a) and (b),

in each case whether held legally or beneficially, directly by or to the order of a Chargor or by any trustee, nominee, fiduciary or clearing system on such Chargor's behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearing system).

“Lender” means “Lender” as defined in the Credit Agreement.

“Material Media Agreements” means “Material Media Agreements” as defined in the Credit Agreement and all Related Rights.

“Obligations” means “Obligations” as defined in the Credit Agreement.

“Plant and Machinery” means, in relation to a Chargor, any plant and machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) in which that Chargor has an interest and, in each case, all Related Rights.

“Quasi-Security” means a transaction in which a Chargor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by such Chargor or any other Credit Party other than on breach of warranty;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms other than customary recourse for fundamental warranties on limited recourse financing;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Indebtedness or of financing the acquisition of an asset.

“Real Property” means

- (a) any freehold, leasehold, licence or other interest in any immovable property and all Related Rights; and
- (b) any buildings, trade and other fixtures or fittings forming part of any immovable property (excluding any fixtures and fittings which a tenant would be entitled to remove from any such property at the expiration of any occupational lease or sooner) and all Related Rights,

but excluding, in each case, Short Leasehold Properties and, for the avoidance of doubt, buildings, structures and fixtures, and the proceeds of sale of, all or any part of any such Short Leasehold Properties.

“Receiver” means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

“Related Rights” means, in relation to any asset:

- (a) all rights under any licence, agreement for sale, agreement for lease or other use or any supplemental or collateral agreement in respect of all or any part of that asset;
- (b) all rights, easements, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of, or appurtenant to, all or any part of that asset;
- (c) all other assets or rights (including, but not limited to, all dividends, distributions, interest and other monies paid or payable) at any time receivable or distributable in respect of, or in exchange or substitution for, that asset;

- (d) the proceeds of sale of all or any part of that asset;
- (e) any other monies or proceeds (including, but not limited to, interest) paid or payable in respect of all or any part of that asset; and
- (f) in respect of any contract, agreement or instrument, any interest in that contract, agreement or instrument, whether or not the relevant Chargor is party to that contract, agreement or instrument.

“Secured Parties” means “Secured Parties” as defined in the Credit Agreement.

“Security Period” means the period beginning on the date of this Debenture and ending on the date on which:

- (a) all the Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Fundamental Documents;

“Security” means “Lien” as defined in the Credit Agreement.

“Shares” means all present and future shares owned by a Chargor in its Subsidiaries including but not limited to the shares, if any, specified as belonging to a Chargor in Schedule 2 (*Shares*).

“Short Leasehold Properties” means all leasehold properties for a term of less than 15 years unexpired at the date of the acquisition of the lease (whether registered or unregistered) owned by any Chargor or in which it has an interest wheresoever situate.

“UK Security” means “UK Security” as defined in the Credit Agreement.

1.2 Interpretation

- (a) In this Debenture, unless a contrary intention appears, any reference to:
 - (i) the “**Administrative Agent**”, the “**Borrower**”, the “**Chargor(s)**”, a “**Lender**” or the “**Secured Parties**” shall be construed so as to include its or their (and any subsequent) successors and any permitted assignees and transferees in accordance with their respective interests and, in the case of the Administrative Agent, any person for the time being appointed as Administrative Agent in accordance with the Fundamental Documents;
 - (ii) “**this Debenture**”, “**the Credit Agreement**”, any other “**Fundamental Document**” or any other agreement or instrument is a reference to this Debenture, the Credit Agreement, that other Fundamental Document or other agreement or instrument as amended, novated, supplemented, extended, restated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Credit Parties or any other person or provides for further advances);
 - (iii) “**Obligations**” includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any of the Chargors;
 - (iv) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - (v) “including” or “includes” means including or includes without limitation;
 - (vi) a provision of the law is a reference to that provision as amended or re-enacted; and
 - (vii) a time of day is a reference to London time.
- (b) an Event of Default that is “**continuing**” shall be construed as meaning an Event of Default that has neither been waived in writing by the Administrative Agent nor remedied.
- (c) References in this Debenture to any Clause or Schedule shall be to a clause or schedule contained in this Debenture.
- (d) Clause and schedule headings are for convenience only and shall not affect the construction of this Deed.
- (e) The parties to this Debenture intend that this document shall take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (f) The parties to this deed intend it to be delivered on the first date specified on page 1.

1.3 Third party rights

- (a) Any Receiver or Delegate will have the right to enforce the provisions of this Debenture which are given in its favour however the consent of a Receiver or Delegate is not required for the rescission or variation of this Debenture.

- (b) Subject to paragraph (a) above, a person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture.

1.4 Disposition of Real Property

The terms of the other Fundamental Documents and of any side letters between the parties in relation to the Fundamental Documents are incorporated into each Fundamental Document to the extent required for any purported disposition of the Real Property contained in any Fundamental Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 Designation

This Debenture is a Fundamental Document for the purposes of the Credit Agreement.

1.6 Declaration of Trust

- (a) The Administrative Agent hereby accepts its appointment as agent and trustee by the Secured Parties and declares (and each of the Chargors hereby acknowledges) that the Charged Property is held by the Administrative Agent as a trustee for and on behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Credit Agreement.
- (b) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Administrative Agent in relation to the trusts created by this Debenture or any other Fundamental Document. In performing its duties, obligations and responsibilities, the Administrative Agent shall be considered to be acting only in a mechanical and administrative capacity or as expressly provided in this Debenture and the other Fundamental Documents.

1.7 Miscellaneous

- (a) Subject to sub-paragraph (b) below, notwithstanding any other provision of this Debenture, in respect of any floating charge created by this Debenture, the obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing the floating charge created by this Debenture to crystallise or be an event causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or be a ground for the appointment of a Receiver.
- (b) Sub-paragraph (a) above does not apply to any floating charges referred to in sub-section (4) of section A52 of Part A1 of the Insolvency Act 1986.

2. PAYMENT OF OBLIGATIONS

2.1 Covenant to pay

- (a) Each Chargor, as primary obligor shall, on demand, pay to the Administrative Agent and discharge the Obligations when they fall due.

- (b) Every payment by a Chargor of an Obligation which is made to or for the benefit of a Secured Party to which that Obligation is due and payable in accordance with the Fundamental Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in sub-paragraph (a) above.

2.2 Interest

If any Chargor fails to pay any sum on the due date for payment of that sum, the Chargors shall pay interest to the Administrative Agent on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of section 2.8 (*Default Interest*) of the Credit Agreement without double-counting any interest payable under the Credit Agreement or any other Fundamental Document.

3. FIXED SECURITY, FLOATING CHARGE AND SECURITY ASSIGNMENT

3.1 Fixed Security

As continuing security for the payment and discharge of the Obligations, each Chargor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 in favour of the Administrative Agent:

- (a) charges and agrees to charge by way of first legal mortgage all of its rights, title and interest in and to the Real Property in England and Wales vested in it on the date of this Debenture (but excluding any Excluded Assets);
- (b) charges and agrees to charge by way of first fixed charge all its rights, title and interest from time to time in and to (but excluding any Excluded Assets):
 - (i) the Real Property (to the extent not the subject of a mortgage under Clause 3.1(a));
 - (ii) the Shares and the Related Rights relating thereto and Investments;
 - (iii) its Plant and Machinery;
 - (iv) the Accounts and any amount standing to the credit of, and the debt represented by, each such Account;
 - (v) the Insurance Policies to which it is party;
 - (vi) the Material Media Agreements to which it is party;
 - (vii) the Intellectual Property; and
 - (viii) the Book Debts.

3.2 Miscellaneous

- (a) Each Chargor charges in favour of the Administrative Agent by way of a first fixed charge (to the extent not otherwise charged or mortgaged under Clause 3.1 (*Fixed Security*)) all

its rights, title and interest from time to time in and to (but excluding any Excluded Assets):

- (i) the benefit of any agreement, licence, consent or authorisation (statutory or otherwise) held by it in connection with its business or the use of any of its assets;
- (ii) its goodwill;
- (iii) rights in relation to its uncalled capital; and
- (iv) any letter of credit issued in its favour.

3.3 Floating Charge

- (a) Each Chargor charges in favour of the Administrative Agent by way of first floating charge all its present and future assets, property, business, undertaking and uncalled capital of whatever type and wherever located, in each case, together with all Related Rights in respect thereof.
- (b) The floating charge created by each Chargor pursuant to paragraph (a) of this Clause 3.3 shall be without prejudice to, and shall rank behind, any other UK Security that is a mortgage, an assignment or a fixed charge, but shall rank in priority to any other security interest created by any Chargor after the date of this Debenture (other than any other security interest created after the date of this Debenture (i) which is a mortgage, an assignment or a fixed charge created pursuant to any Fundamental Document or otherwise permitted under any Fundamental Document or (ii) in relation to which the Administrative Agent has otherwise provided written consent approving an alternative priority).
- (c) The floating charge created by each Chargor pursuant to paragraph (a) of this Clause 3.3 is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Debenture.

3.4 Excluded Assets

Notwithstanding the provisions of this Debenture, in no event shall the provisions of this Debenture include, nor shall any defined term used therein include and no Chargor shall be deemed to have granted any Security on any Excluded Assets, provided that upon any asset ceasing to be Excluded Assets, all of that Chargor's rights in respect of that asset will immediately be secured by this Debenture in the manner specified in accordance with this Clause 3.

4. Crystallisation of Floating Charge

4.1 Conversion by Notice

- (a) The Administrative Agent may at any time by notice in writing to a Chargor convert the floating charge created by Clause 3.3(a) (*Floating Charge*) with immediate effect into a fixed charge as regards any of such Chargor's assets specified in the notice if:
 - (i) an Event of Default has occurred and is continuing; or
 - (ii) the Administrative Agent reasonably considers that any of the Charged Property to be

in danger of being seized or sold pursuant to any form of distress, attachment, execution or other legal process or is otherwise in jeopardy; or

(iii) the Administrative Agent reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under this Debenture.

4.2 **Automatic Conversion**

The floating charge created under Clause 3.3(a) (*Floating Charge*) shall (in addition to the circumstances in which the same will occur under general law) automatically and immediately be converted into a fixed charge over all of a Chargor's assets, rights and property that are the subject of a floating charge under this Debenture:

- (a) if that Chargor takes any step to create any Security in breach of Clause 7 (*Restriction on Dealings*) over any of the Charged Property subject to such floating charge without the prior written consent of the Administrative Agent; or
- (b) if any person takes any step to effect any expropriation, attachment, sequestration, distress, execution or other legal process against any of the Charged Property subject to such floating charge; or
- (c) the members of any Chargor convene a meeting for the purposes of considering any resolution for the winding-up, dissolution, administration or re-organisation of that Chargor (save as permitted under the Credit Agreement) or a compromise, assignment or arrangement with any creditor or an administrator is appointed to any Chargor; or
- (d) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court; or
- (e) any Chargor disposes or attempts to dispose of, all or any part of the Charged Property in breach of the Credit Agreement; or
- (f) if any other floating charge created by any Chargor crystallises for any reason.

4.3 **Moratorium**

The floating charge created under Clause 3.3(a) (*Floating Charge*) may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000.

4.4 **Reconversion to Floating Charge**

Any floating charge which has crystallised under Clause 4.1 (*Conversion by Notice*) or Clause 4.2 (*Automatic Conversion*) may by notice in writing given at any time by the Administrative Agent (acting on the unanimous instructions of each Lender) to the relevant Chargor be reconverted into a floating charge under Clause 3.3(a) (*Floating Charge*) in relation to the assets, rights and property specified in such notice. The conversion to a fixed charge and reconversion to a floating charge (or the converse) may occur any number of times.

4.5 **No Waiver**

The giving by the Administrative Agent of a notice under Clause 4.1 (*Conversion by Notice*) in

relation to any asset shall not be construed as a waiver or abandonment of the Administrative Agent's rights to serve any notice in respect of any other asset or of any other right of a Lender under this Debenture or any other Fundamental Document.

5. FURTHER ASSURANCE

5.1 General

- (a) The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 5.1(b) below.
- (b) Each Chargor shall promptly at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Administrative Agent may reasonably specify (and in such form as the Administrative Agent may reasonably require in favour of the Administrative Agent or its nominee(s)) in order to:
 - (i) to perfect the Security created or intended to be created under or evidenced by this Debenture or for the exercise of any rights, powers and remedies exercisable by the Administrative Agent or any Receiver or any Delegate in respect of any Charged Property provided by or pursuant to this Deed or by law; and/or
 - (ii) to confer on the Administrative Agent Security over any property and assets of the Chargors located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; and/or
 - (iii) following the occurrence of an Event of Default which is continuing, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security conferred by or pursuant to this Debenture.

5.2 Implied covenants for title

The obligations of the Chargors under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

6. PROVISIONS RELATING TO UK SECURITY

- (a) The UK Security created pursuant to this Debenture shall be in addition to and not in substitution for or derogation of any other Security (whether given by the Chargors or otherwise) now or from time to time hereafter held by the Administrative Agent or any other Secured Parties in respect of or in connection with any or all of the Obligations
- (b) If a Chargor purports to mortgage, assign or charge (absolutely or by way of first fixed mortgage or charge) an asset under this Debenture and such mortgage, assignment or charge breaches a term of an agreement binding on that Chargor in respect of that asset because the consent of a person (other than the Borrower or any other Subsidiary of the Borrower) has not been obtained:
 - (i) subject to paragraph (ii) of this Clause 6(b), the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement

would occur) the Related Rights in respect of that asset but will exclude the asset itself;

- (ii) forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the UK Security in favour of the Administrative Agent under Clause 3.1 (*Fixed Security*).
- (c) The Administrative Agent holds the benefit of this Debenture and the UK Security created pursuant to this Debenture on trust for itself and each of the other Secured Parties from time to time on the terms of the Credit Agreement.
- (d) Each undertaking of a Chargor (other than a payment obligation) contained in this Debenture:
 - (i) shall be complied with at all times during the period commencing on the date of this Debenture and ending at the end of the Security Period; and
 - (ii) is given by that Chargor for the benefit of the Administrative Agent and each other Lender.
- (e) If any Charged Property of any Chargor is held by any person (including any nominee, but excluding the Administrative Agent, an administrator, a Receiver or Delegate) on behalf of that Chargor, that Chargor shall, (to the extent such person is a Credit Party) procure or otherwise (to the extent such person is not a Credit Party) use commercially reasonable endeavours to procure that any such person performs the obligations of that Chargor in respect of that Charged Property under this Debenture.

7. RESTRICTIONS ON DEALINGS

7.1 Restrictions on Dealings

No Chargor may, without the consent of the Administrative Agent:

- (a) create or permit to subsist any Security or Quasi-Security on any of the Charged Property (except as created under this Debenture); or
- (b) (whether by a single transaction or a number of related or unrelated transactions, whether at the same time or over a period of time and whether voluntarily or involuntarily) assign, charge, lease, transfer or otherwise dispose of all or any part of its rights, title and interest in and to any Charged Property,

unless permitted to do so pursuant to the terms of the Fundamental Documents, provided that, without prejudice to any other provision of this Debenture, such permission shall be expressly removed upon the UK Security becoming enforceable.

7.2 Moratorium – disposals

The obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000 shall not, by itself, cause restrictions in this Debenture or any other Fundamental Document that would not otherwise apply to be imposed on the disposal of property by any Chargor.

8. SHARES AND INVESTMENTS

8.1 **Delivery of share certificates**

Each Chargor shall promptly upon execution of this Deed or (if later) as soon as is practicable after its acquisition of any Shares, by way of security for the Obligations:

- (a) deposit (or procure there to be deposited) with the Administrative Agent or as the Administrative Agent may direct, all certificates or other documents (electronic or otherwise) of title or evidence of ownership of the Shares held by it;
- (b) execute and deliver to the Administrative Agent:
 - (i) stock transfer forms or other applicable instruments of transfer (executed in blank and left undated); and
 - (ii) (if applicable) forms of waiver of any pre-emption rights necessary to enable such transfers to be registered.

8.2 **Delivery of stock notes**

In respect of any Shares held by or on behalf of any nominee of any clearance or settlement system, each Chargor shall promptly upon execution of this Deed or (if later) as soon as is practicable after its acquisition of an interest in such Shares deliver to the Administrative Agent duly executed stock notes or other document in the name of the Administrative Agent (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Shares.

8.3 **Shares: before Event of Default**

Unless an Event of Default is continuing, each Chargor shall be entitled:

- (a) to receive all dividends, interest and other monies in respect of and deriving from the Shares; and
- (b) to exercise all voting and other rights in relation to the Shares provided that the relevant Chargor shall not, save as permitted in the Credit Agreement, exercise such voting or other rights in any manner, or otherwise permit or agree to any variation of the rights attaching to or conferred by any of the Shares, which would prejudice the ability of the Administrative Agent to realise the Security created under this Debenture.

8.4 **Shares: after Event of Default**

- (a) At any time while an Event of Default is continuing, the Administrative Agent may, at its discretion (in the name of the relevant Chargor or otherwise and without any further consent or authority from such Chargor), or may direct the relevant Chargor (and such Chargor shall, and shall procure that it or its nominees shall, comply with such direction) to:
 - (i) exercise (or refrain from exercising) any voting rights in respect of that Chargor's Shares;
 - (ii) pay all dividends, interest and other moneys arising from that Chargor's Shares to the Administrative Agent for application in accordance with Clause 19 (*Application of*

Proceeds);

(iii) transfer that Chargor's Shares into the name of such nominee(s) of the Administrative Agent as it shall require; and

(iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of that Chargor's Shares,

in such manner and on such terms as the Administrative Agent may think fit, and the proceeds of any such action shall form part of the Charged Property.

(b) At any time while an Event of Default is continuing, the relevant Chargor shall hold any dividends, distributions and other monies paid on or derived from its Shares on trust for the Secured Parties and pay the same to, or as directed by, the Administrative Agent.

8.5 Investments: delivery of documents of title

At any time while an Event of Default is continuing, each Chargor shall promptly on the request of the Administrative Agent, deliver (or procure delivery) to the Administrative Agent, and the Administrative Agent shall be entitled to retain, all of that Chargor's Investments and any certificates and other documents of title representing the Investments to which that Chargor (or its nominee(s)) is or becomes entitled together with any other document which the Administrative Agent may reasonably request (in such form and executed as the Administrative Agent may reasonably require) with a view to perfecting its security over the Investments or to registering any Investment in its name or the name of any nominee(s).

8.6 Investments: exercise of rights

Unless an Event of Default is continuing, each Chargor shall be entitled to:

(a) receive all dividends, interest and other monies in respect of and deriving from its Investments; and

(b) exercise all voting and other rights in relation to its Investments.

8.7 Investments and Shares: payment of calls

Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of its Investments and Shares.

8.8 National Security and Investment Act

Where a notifiable acquisition under section 6 of the National Security and Investment Act 2021 (the “**NSI Act**”) and/or any regulations made under the NSI Act would take place as a consequence of any exercise by the Administrative Agent of any voting rights and any powers or rights (such voting and other powers and rights being, together, the “**Voting Rights**”), or as a consequence of the right to exercise those Voting Rights arising, the Administrative Agent shall not be entitled to exercise its Voting Rights which give rise to such notifiable acquisition unless and until the Secretary of State (as defined within section 65 of the NSI Act) has approved that notifiable acquisition and then only to the extent that any such exercise of such Voting Rights by the Administrative Agent would not be, as a consequence of that exercise, a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act and/or those

regulations.

9. ACCOUNTS

9.1 Notices of charge

To the extent a notice of charge in the form set out in Schedule 5 (*Form of Notice of Charge of Accounts*) (or such other form as the relevant Chargor and Administrative Agent may agree) has not already been served in respect of an Account of a Chargor which is located in the United Kingdom, that Chargor shall, if requested by the Administrative Agent after an Event of Default which has occurred, promptly deliver to the bank or other financial institution with which the relevant Account is maintained (or procure delivery of) a notice of charge in the form set out in Schedule 5 (*Form of Notice of Charge of Accounts*) (or such other form as the relevant Chargor and Administrative Agent may agree) duly executed by, or on behalf of, that Chargor, in respect of that Account which is located in the United Kingdom (failing which the Administrative Agent may issue such notices) and such Chargor shall use its reasonable endeavours for a period of 28 days from delivery of any notice to a bank to obtain acknowledgements by the relevant bank or financial institution with which the relevant Account is opened or maintained.

9.2 Accounts; notifications and variation

Each Chargor, during the Security Period, shall promptly upon opening a new Account with any bank or financial institution (other than with the Administrative Agent) after the date of this Debenture, deliver to the Administrative Agent details of such Account.

9.3 Accounts: operation before Event of Default

Each Chargor shall at any time when no Event of Default is continuing be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.

9.4 Accounts: operation after Event of Default

At any time while an Event of Default is continuing, no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Administrative Agent.

9.5 Accounts: application of proceeds

The Administrative Agent shall, while an Event of Default is continuing, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Obligations in accordance with Clause 19 (*Application of Proceeds*).

10. BOOK DEBTS

10.1 Dealing with Book Debts

Subject to Clause 10.2 (*Release of Book Debt proceeds: before Event of Default*), no Chargor shall, during the Security Period, without the prior written consent of the Administrative Agent or as otherwise provided in the Fundamental Documents:

- (a) deal with the Book Debts except by getting in and realising them in a prudent manner and paying the proceeds of those Book Debts into an Account or as the Administrative Agent may require (and such proceeds shall be held upon trust by the Chargor for the Administrative Agent prior to such payment in); or
- (b) factor or discount any of the Book Debts or enter into any agreement for such factoring or discounting.

10.2 Release of Book Debt proceeds: before Event of Default

While no Event of Default is continuing, the proceeds of the realisation of the Book Debts shall (subject to any restriction on the application of such proceeds contained in this Debenture or in any other Fundamental Document), upon such proceeds being credited to an Account, be released from any fixed charge created pursuant to Clause 3.1 (*Fixed security*) and the Chargors shall be entitled to withdraw such proceeds from such Account provided that such proceeds shall continue to be subject to the floating charge created pursuant to Clause 3.3 (*Floating charge*) and the terms of this Debenture.

11. INSURANCES

11.1 Application of insurance proceeds

All claims and monies received or receivable under any Insurance Policies shall (subject to the rights or claims of any lessor or landlord or tenant of any part of the Charged Property):

- (a) while no Event of Default is continuing, be applied in a manner not prohibited by the terms of the Credit Agreement; and
- (b) while an Event of Default is continuing, be held by the relevant Chargor upon trust for the Administrative Agent pending payment to the Administrative Agent for application in accordance with Clause 19 (*Application of Proceeds*).

12. REAL PROPERTY

12.1 Delivery of Title Deeds

Each Chargor shall upon the execution of this Debenture, and upon the acquisition by any of the Chargors of any interest in any freehold, leasehold or other immovable property, (other than any Short Leasehold Properties or real property subject to a floating charge) deliver (or procure delivery) to the Administrative Agent of, and the Administrative Agent shall be entitled to hold and retain, all deeds, certificates and other documents constituting or evidencing title relating to such property.

12.2 Notification

The Chargors shall immediately notify the Administrative Agent of any contract, conveyance, transfer or other disposition for the acquisition by any Chargor (or its nominee(s)) of any Real Property.

12.3 Lease Covenants

Each Chargor shall during the Security Period, in relation to any lease, agreement for lease or other

right to occupy to which all or any part of the Charged Property is at any time subject:

- (a) pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or, (if the lessee) on the lessee; and
- (b) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Charged Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term.

12.4 General property undertakings

The provisions of Section 5.3 (*Maintenance of Properties*) of the Credit Agreement shall apply to this Debenture in full except that references to “Credit Party” therein shall be to “Chargor” herein.

12.5 Entitlement to remedy

If any Chargor fails to comply with any of the undertakings contained in this Clause 12 (*Real Property*), the Administrative Agent shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may in the reasonable opinion of the Administrative Agent be required to remedy such failure and all moneys spent by the Administrative Agent in doing so shall be reimbursed by the Chargors on demand with interest from the date of payment by the Administrative Agent until reimbursed in accordance with Clause 2.2 (*Interest*).

12.6 Further Advances

- (a) Subject to the terms of the Credit Agreement each Lender is under an obligation to make further advances to the Chargors and that obligation will be deemed to be incorporated into this Debenture as if set out in this Debenture.
- (b) Each Chargor consents to an application being made to the HM Land Registry to enter the obligation to make further advances on the charges register of any registered land forming part of the Charged Property.

12.7 Applications to HM Land Registry

Each Chargor consents to an application being made to enter a restriction in the proprietorship register of any registered land at any time forming part of any Real Property located in England and Wales.

12.8 Note of mortgage

In the case of any Real Property, title to which is or will be registered under the Land Registration Act 2002, acquired by or on behalf of a Chargor after the execution of this Debenture, the relevant Chargor shall promptly notify the Administrative Agent of the title number(s) and, contemporaneously with the making of an application to HM Land Registry for the registration of the Chargor as the registered proprietor of such property, make an application to HM Land Registry to enter into an agreed notice (Form AN1) of any mortgage on the charges register of such property.

13. MATERIAL MEDIA AGREEMENTS

13.1 Notices of Charge

Each Chargor shall, if requested by the Administrative Agent after an Event of Default which is continuing, promptly deliver to the Administrative Agent (or procure delivery of) notices of charge in the form set out in Schedule 7 (*Form of Notice of Charge of Material Media Agreement*) (or such other form as the relevant Chargor and the Administrative Agent may agree) duly executed by, or on behalf of, such Chargor, in respect of each Material Media Agreement (failing which the Administrative Agent may issue such notices) and shall use its reasonable endeavours for a period of 28 days from delivery of any notice to a relevant counterparty to obtain acknowledgments by the relevant counterparty to each Material Media Agreement in the form set out in Schedule 8 (*Form of Acknowledgement of Charge of Material Media Agreement*).

14. WHEN SECURITY BECOMES ENFORCEABLE

14.1 When enforceable

The Security created under this Debenture shall become enforceable upon the occurrence and during the continuance of an Event of Default.

15. ENFORCEMENT OF SECURITY

15.1 Enforcement

If an Event of Default has occurred and is continuing, the Security created under this Debenture shall be immediately enforceable and the Administrative Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

- (a) enforce all or any part of the Security created under this Debenture (at the times, in the manner and on the terms it thinks fit) and take possession of, collect, receive, appropriate, and realize all or any part of the Charged Property;
- (b) by notice to a Chargor, end such Chargor's right to possession of all or any Real Property forming part of the Charged Property; or
- (c) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or receivers.

15.2 No liability as mortgagee in possession

Neither the Administrative Agent, nor any Delegate or any Receiver shall be liable, by reason of entering into possession of a Charged Property, to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any default or omission in connection with the Charged Property to which a mortgagee in possession might otherwise be liable save to the extent such loss arises out of their wilful default or gross negligence.

15.3 Right of appropriation

To the extent that the Charged Property constitute “financial collateral” and this Debenture and the obligations of the Chargor hereunder constitute a “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) (the “**Regulations**”) the Administrative Agent and each

Receiver shall have the right after the Security created by or pursuant to this Debenture has become enforceable to appropriate all or any part of such financial collateral in or towards discharge of the Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of Investments and/or Shares the market price of such financial collateral determined by the Administrative Agent by reference to a public index or by such other process as the Administrative Agent may select (acting reasonably), including independent valuation. In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations. The parties further agree that any Charged Property which constitutes financial collateral is delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Administrative Agent or a person acting on its behalf.

16. EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925

16.1 Extension of powers

The power of sale or other disposal conferred on the Administrative Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise at any time after the occurrence of any Event of Default for so long as such Event of Default is continuing (and the Obligations shall be deemed due and payable for that purpose on execution of this Debenture).

16.2 Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Administrative Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other security in existence at any time or to its power of sale, which powers may be exercised by the Administrative Agent without notice to any Chargor on or at any time after the occurrence of an Event of Default (which is continuing).

16.3 Power of leasing

The statutory powers of leasing may be exercised by the Administrative Agent at any time on or after the occurrence of an Event of Default which is continuing and the Administrative Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by sections 99 and 100 of the Law of Property Act 1925.

17. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

17.1 Appointment and removal

- (a) Subject to paragraph (b) below, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Obligations has been given by the Administrative Agent to a Chargor and all applicable grace periods have expired and for so long as an Event of Default is continuing, or if so requested by a Chargor the Administrative Agent may by deed or otherwise immediately or at any time thereafter without prior notice to any Chargor:

- (i) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
 - (ii) appoint two or more Receivers of separate parts of the Charged Property;
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed;
 - (iv) appoint another person(s) as an additional or replacement Receiver(s); or
 - (v) appoint one or more persons who is appropriately qualified to be an administrator of a Chargor.
- (b) The Administrative Agent is also not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986, other than in respect of a floating charge referred to in sub-section (4) of section A52 of Part A1 of the Insolvency Act 1986.

17.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 17.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as a Receiver (in either case unless otherwise stated in the appointment document);
- (b) for all purposes deemed to be the agent of the relevant Chargor in respect of which it is appointed and which Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Administrative Agent.
- (c) entitled to remuneration for his services at a rate to be fixed by the Administrative Agent from time to time.

The Administrative Agent will not be responsible for any misconduct, negligence or default of a Receiver.

17.3 Statutory Powers of Appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Administrative Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Administrative Agent in respect of any part of the Charged Property.

18. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of a Chargor) have and be entitled to exercise, in relation to the Charged Property in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of such Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do anything which the Chargor itself could do in respect of the Charged Property; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to (i) any of the functions, powers, authorities or discretions conferred on or vested in him or (ii) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (iii) bringing to his hands any assets of the Chargor forming part of the Charged Property.

19. APPLICATION OF PROCEEDS

- (a) All amounts received or recovered by the Administrative Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made by any Receiver and any Delegate, the payment of his remuneration and the discharge of any liabilities incurred by the Administrative Agent, any Receiver and any Delegate in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Administrative Agent or if applicable any Receiver in payment to the Administrative Agent (notwithstanding any purported appropriation by a Chargor) for application in accordance with Section 8.7 (*Application of Proceeds after Event of Default*) and section 10.6 (*Application of Proceeds of Sale and Cash*) of the Credit Agreement. Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Debenture.
- (b) Until the Obligations are paid in full, the Administrative Agent or the Receiver (as appropriate) may place and keep (for such time as it shall reasonably determine) any money received, recovered or realised pursuant to this Debenture or on account of each Chargor's liability in respect of the Obligations in an interest bearing separate suspense account (to the credit of either a Chargor or the Administrative Agent or the Receiver as the Administrative Agent or the Receiver shall think fit) and the Administrative Agent or the Receiver may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Obligations, unless such monies would be sufficient to discharge all Obligations in full.

20. PROTECTION OF PURCHASERS

20.1 Consideration

The receipt of the Administrative Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or making any acquisition, the Administrative Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

20.2 Protection of purchasers

No purchaser or other person dealing with the Administrative Agent, any Receiver or any Delegate shall be bound to inquire whether the right of the Administrative Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Administrative Agent or such Receiver in such dealings.

21. POWER OF ATTORNEY

21.1 Appointment and powers

Each Chargor, by way of security, irrevocably appoints the Administrative Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to, whilst an Event of Default is continuing or the Security has become enforceable, execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on a Chargor by this Debenture or any other agreement binding on it to which the Administrative Agent is party (including the execution and delivery of any mortgages, deeds, charges, assignments or other security and any transfers of the Charged Property); and
- (b) enabling the Administrative Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture or by law (including, after the occurrence of an Event of Default which is continuing, the exercise of any right of a legal or beneficial owner of the Charged Property).

21.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

22. EFFECTIVENESS OF SECURITY

22.1 Continuing security

- (a) Subject to Clause 23 (*Release of Security*), the Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Obligations until the end of the Security Period.
- (b) No part of the Security from time to time intended to be constituted by the Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Obligations prior to the end of the Security Period.

22.2 No prejudice

The Security created by or pursuant to this Debenture and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Administrative Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the

terms of the trust upon which the Administrative Agent holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right.

22.3 Remedies and waivers

No failure on the part of the Administrative Agent to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

22.4 No liability

Notwithstanding anything contained in this Debenture or implied to the contrary, each Chargor remains liable to observe and perform, and shall observe and perform, all conditions and obligations assumed by it in relation to any of its Charged Property. None of the Administrative Agent, any Receiver or Delegate shall be liable by reason of (a) taking any action permitted by this Debenture for it to take or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

22.5 Partial Invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

22.6 Waiver of Defences

The obligations of each Chargor under this Debenture and the Collateral Rights will not be affected by an act, omission, matter or thing which, but for this Clause 22.6, would reduce, release or prejudice any of its obligations under this Debenture (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Credit Party or other person;
- (b) the release of any other Credit Party or any other person under the terms of any composition or arrangement with any creditor of any member of the Credit Party's group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Credit Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Credit Party or any other person;

- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (in each case however fundamental and of whatsoever nature and whether or not more onerous) or replacement of a Fundamental Document or any other document, security or of the Obligation including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Fundamental Document or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Fundamental Document or any other document, or security or of the Obligations; or
- (g) any insolvency or similar proceedings.

22.7 **Immediate Recourse**

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from any Chargor under this Debenture. This waiver applies irrespective of any law or any provision of a Fundamental Document to the contrary.

22.8 **Deferral of Rights**

Until such time as the Obligations have been discharged in full and unless any Secured Party otherwise instructs the Chargors in writing, each Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or by reason of any amount being payable, or liability arising, under this Debenture:

- (a) to be indemnified by any Credit Party;
- (b) to claim any contribution from any guarantor of any Credit Party's obligations under this Debenture or any other Fundamental Document;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Fundamental Documents or of any other guarantee or security taken pursuant to, or in connection with, this Debenture by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Credit Party to make any payment, or perform any obligation, in respect of which any Credit Party has given a guarantee, undertaking or indemnity;
- (e) to exercise any right of set-off against any Credit Party except as permitted pursuant to the Credit Agreement; and/or
- (f) to claim or prove as a creditor of any Credit Party in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Borrower under or in connection with the Fundamental Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Administrative Agent or as the Administrative Agent may direct for application in accordance with Clause 19 (*Application of Proceeds*).

23. RELEASE OF SECURITY

23.1 Redemption of Security

After the end of the Security Period, the Administrative Agent shall, at the request and cost of the Chargors, release the Charged Property from the Security created by or pursuant to this Debenture and cancel the Security and procure the reassignment to the relevant Chargor of the property and assets assigned to the Administrative Agent pursuant to this Debenture, in each case subject to Clause 23.3 (*Avoidance of payments*) and without recourse to, or any representation or warranty by, the Administrative Agent or any of its nominees.

- 23.2 Upon any Disposition or other transfer by any Credit Party of any Collateral that is not prohibited under the Credit Agreement to any Person that is not a Credit Party, or, upon the effectiveness of any written consent to the release of the Security created by or pursuant to this Debenture pursuant to Section 8.10 (*Termination and Release*) of the Credit Agreement, the Security shall be automatically released and the Administrative Agent shall take steps reasonably requested by (and at the sole cost and expense of) either the Borrower or relevant Chargor, including those set forth in the Credit Agreement, to terminate the security interest granted to it (for the benefit of the Secured Parties).

23.3 Avoidance of payments

If the Administrative Agent reasonably considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced or is required to be restored by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture and the Security shall continue and such amount shall not be considered to have been irrevocably paid

24. SET-OFF

While an Event of Default is continuing, the Administrative Agent may set off any matured obligation due from a Chargor under the Fundamental Documents against any matured obligation owed by the Administrative Agent to such Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Administrative Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

25. SUBSEQUENT SECURITY INTERESTS

If the Administrative Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Debenture or any other Fundamental Document, all payments thereafter by or on behalf of any Chargor to the Administrative Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Obligations as at the time when the Administrative Agent or that Secured Party received such notice.

26. REDEMPTION OF PRIOR CHARGES

The Administrative Agent may, for so long as an Event of Default is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Administrative Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

27. CURRENCY INDEMNITY

Subject to any similar indemnity existing under the Credit Agreement, if any sum (a “**Sum**”) owing by any Chargor under this Debenture or any order or judgment given or made in relation to this Debenture has to be converted from the currency (the “**First Currency**”) in which such Sum is payable into another currency (the “**Second Currency**”) for the purpose of:

- (a) making or filing a claim or proof against any Chargor;
- (b) obtaining an order or judgment in any court or other tribunal;
- (c) enforcing any order or judgment given or made in relation to this Debenture; or
- (d) applying the Sum in satisfaction of any of the Obligations,

each Chargor shall indemnify the Administrative Agent from and against any loss suffered or incurred as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert such Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to the Administrative Agent at the time of receipt of such Sum.

28. CURRENCY CONVERSION

For the purpose of or pending the discharge of any of the Obligations, the Administrative Agent may convert any moneys received or recovered by the Administrative Agent or any Receiver pursuant to this Debenture from one currency to another at the spot rate at which the Administrative Agent is able to purchase the currency in which the Obligations are due with the amount received. The Obligations shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

29. ASSIGNMENT

- 29.1 The Administrative Agent may assign and transfer all or any of its rights and obligations under this Debenture to any persons who become a successor Administrative Agent in accordance with the terms of the Credit Agreement. The Administrative Agent shall be entitled to disclose such information concerning any Chargor and this Debenture as the Administrative Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any Applicable Law.
- 29.2 No Chargor may assign or transfer all or any of their rights and obligations under this Debenture.

30. ADMINISTRATIVE AGENT RIGHTS AND POWERS

- (a) The Administrative Agent may charge all costs, losses, claims and expenses of whatever

nature (including legal fees and management time) incurred by it in connection with this Debenture in accordance with (but at all times subject to the limitations and restrictions set out in) the Credit Agreement.

- (b) The Administrative Agent executes this Debenture in the exercise of the powers and authority conferred and vested in it under the Credit Agreement for and on behalf of the Secured Parties for which it acts. It will exercise its powers and authority under this Debenture in the manner provided for in the Credit Agreement and, in so acting, the Administrative Agent shall have the protections, immunities, rights, indemnities and benefits conferred on it under the Credit Agreement as if set out herein. The Administrative Agent shall not have or be deemed to have any relationship of trust or agency with any Chargor.

31. NOTICES

31.1 Communications in Writing

The provisions of Section 13.1 (*Notices; Posting of Communications*) of the Credit Agreement shall apply to this Debenture as though they were set out in full in this Debenture, except that references to a “Credit Party” therein shall be to a “Chargor” herein.

31.2 English language

- (a) Any notice given under or in connection with this Debenture must be in English.
- (b) All other documents provided under or in connection with this Debenture must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Administrative Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

32. EXPENSES, STAMP TAXES AND INDEMNITY

32.1 Expenses

The provisions of section 13.4 (*Expenses*) of the Credit Agreement shall apply to this Debenture in full except that references to “Borrower” therein shall be to “Chargor” herein.

32.2 Stamp Taxes

Each Chargor shall pay all stamp, registration and other taxes to which this Debenture, the Security created under this Debenture or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify the Administrative Agent on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

32.3 Indemnity

- (a) The provisions of section 13.5 (*Indemnity*) of the Credit Agreement shall apply to this Debenture in full except that references to “Credit Party” therein shall be to a “Chargor”

herein.

- (b) Each Chargor expressly acknowledges and agrees that the continuation of its indemnity obligations under this Clause 32.3 will not be prejudiced by any release of security or disposal of any Charged Property, the termination of the appointment of the Administrative Agent or the termination of this Debenture.
- (c) The Administrative Agent and every Receiver and Delegate may, in priority to any payment to the other Secured Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 32.3.

33. PAYMENTS FREE OF DEDUCTION

The provisions of section 2.14(b) (*Taxes: Payments Free of Taxes*) of the Credit Agreement shall apply to this Debenture in full except that references to “Credit Party” therein shall be to “Chargor” herein.

34. DISCRETION AND DELEGATION

34.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Administrative Agent or any Receiver may, subject to the terms and conditions of the Credit Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

34.2 Delegation

Each of the Administrative Agent, any Delegate and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Administrative Agent or the Receiver itself. Neither the Administrative Agent nor the Receiver shall be liable or responsible to any Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any Delegate other than gross negligence or wilful misconduct.

35. COUNTERPARTS

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

36. GOVERNING LAW

This Debenture, any non-contractual obligations arising out of or in connection with it and any dispute, proceedings or claims of whatever nature arising out of or in connection with it shall be governed by and construed in accordance with English law.

37. JURISDICTION

37.1 English Courts

The courts of England shall have exclusive jurisdiction to settle any dispute (a “**Dispute**”) arising out of, or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or the consequences of its nullity or any disputes arising out of or in connection with any non-contractual obligations).

37.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

37.3 Exclusive Jurisdiction

This Clause 37 (*Jurisdiction*) is for the benefit of the Administrative Agent only. As a result and notwithstanding Clause 37.1 (*English Courts*), it does not prevent the Administrative Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Administrative Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been duly executed by the parties as a deed and has been delivered on the first date specified on page 1 of this Debenture by the parties.

SCHEDULE 1 THE CHARGORS

Chargor	Company number	Registered office address
Concord Theatricals Limited	08248854	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Samuel French Limited	01185289	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Boosey & Hawkes Holdings Limited	06750159	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN
Classic Copyright (Holdings) Limited	04768934	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Classic Copyright Limited	04817260	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Boosey & Hawkes Limited	03548826	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN
Boosey & Hawkes Group Services Limited	00220499	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN
Boosey & Hawkes Music Publishers Limited	00682637	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN
Anglo-Soviet Music Press Limited	00403319	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN
Anton J. Benjamin Limited	00523135	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN
Boosey & Hawkes Multimedia Limited	01022633	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN
3rd Audio Limited	01532765	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN
Big Picture Music Ltd.	00908134	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN
Boosey & Co., Limited	00252082	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN

Chargor	Company number	Registered office address
Booseytones Limited	00633450	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN
British Standard Music Company Limited	00307014	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Hawkes & Son (London) Limited	00252089	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Hendon Music Limited	00633403	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Schauer & May Limited	00931012	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Boosey & Hawkes KJM Limited	03078972	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN
Boosey & Hawkes Z Limited	06432270	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, England, WC2B 4HN
Concord Creative Services Ltd	08580978	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Lafleur Music Ltd	00146418	C/O Boosey & Hawkes, Aldwych, House, 71-91 Aldwych, London, WC2B 4HN
Lime Green Music Ltd	00112149	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Melon Yellow Music Limited	00633404	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
United Nations Music Publishing Limited	00370145	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Winthrop Rogers, Limited	00132061	C/O Concord Music Group, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN

SCHEDULE 2
SHARES

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Percentage of issued share capital
Concord Theatricals Limited	Samuel French Limited	Ordinary shares of £1.00 each	10,000	100%
Boosey & Hawkes Holdings Limited	Classic Copyright (Holdings) Limited	A shares of £0.01 each	770,000	100%
		B shares of £0.01 each	221,694	
Classic Copyright (Holdings) Limited	Classic Copyright Limited	Ordinary shares of £1.00 each	1,000	100%
Boosey & Hawkes Holdings Limited	Boosey & Hawkes Limited	Ordinary shares of £0.05 each	21,120,387	100%
Boosey & Hawkes Limited	Boosey & Hawkes Group Services Limited	Ordinary shares of £0.05 each	67,724,562	100%
Boosey & Hawkes Group Services Limited	Boosey & Hawkes Music Publishers Limited	Ordinary shares of £1.00 each	1,500,000	100%
Boosey & Hawkes Music Publishers Limited	Anglo-Soviet Music Press Limited	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	Anton J. Benjamin Limited	Ordinary shares of £0.20 each	500	100%
Boosey & Hawkes Music Publishers Limited	Boosey & Hawkes Multimedia Limited	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	3rd Audio Limited	Ordinary shares of £1.00 each	100	100%

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Percentage of issued share capital
Boosey & Hawkes Music Publishers Limited	Big Picture Music Ltd.	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	Boosey & Co., Limited	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	Booseytones Limited	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	British Standard Music Company Limited	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	Hawkes & Son (London) Limited	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	Hendon Music Limited	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	Schauer & May Limited	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	Boosey & Hawkes KJM Limited	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	Boosey & Hawkes Z Limited	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	Concord Creative Services Ltd	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	Lafleur Music Ltd	Ordinary shares of £1.00 each	100	100%

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Percentage of issued share capital
Boosey & Hawkes Music Publishers Limited	Lime Green Music Ltd	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	Melon Yellow Music Limited	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	United Nations Music Publishing Limited	Ordinary shares of £1.00 each	100	100%
Boosey & Hawkes Music Publishers Limited	Winthrop Rogers, Limited	Ordinary shares of £10.00 each	10	100%
Boosey & Hawkes Music Publishers Limited	Concord Theatricals GmbH	Share of EUR 25,000 each	1	100%
		Share of EUR 500.00 each	2	
Concord Theatricals Limited	Concord Theatricals GmbH	Share of EUR 25,000 each	1	100%

**SCHEDULE 3
BANK ACCOUNTS**

Account Holder	Account Number	Account Name	Account Bank	Account bank branch address
Samuel French Limited	██████530	The-Sam French Acct-GBP	JP Morgan	1st Floor, Hampshire Building, Chaseside, Dorset, Bournemouth BH77DA
Boosey & Hawkes Music Publishers Limited	██████900	Boosey & Hawkes Music Publishers Ltd (UK) - EUR	Barclays Bank	Leicester, Leicestershire, LE87, 2BB
Boosey & Hawkes Music Publishers Limited	██████454	Boosey & Hawkes Music Publishers Ltd (UK) - GBP	Barclays Bank	Leicester, Leicestershire, LE87, 2BB
Boosey & Hawkes Music Publishers Limited	██████088	Boosey & Hawkes Music Publishers Ltd (UK) - USD	Barclays Bank	Leicester, Leicestershire, LE87, 2BB
Boosey & Hawkes Holdings Limited	██████700	B&H Holdings Ltd - USD	Barclays Bank	Leicester, Leicestershire, LE87, 2BB
Concord Theatricals Limited	██████888	Concord Theatricals Ltd - EUR	Barclays Bank	Leicester, Leicestershire, LE87, 2BB
Concord Theatricals Limited	██████423	Concord Theatricals Ltd - GBP	Barclays Bank	Leicester, Leicestershire, LE87, 2BB
Boosey & Hawkes Holdings Limited	██████022	B&H Holdings Ltd - EUR	Barclays Bank	Leicester, Leicestershire, LE87, 2BB
Boosey & Hawkes Holdings Limited	██████798	B&H Holdings Ltd - GBP	Barclays Bank	Leicester, Leicestershire, LE87, 2BB

Account Holder	Account Number	Account Name	Account Bank	Account bank branch address
Classic Copyright Limited	██████690	Classic Copyright Ltd - GBP	Barclays Bank	Leicester, Leicestershire, LE87, 2BB
Classic Copyright (Holdings) Limited	██████981	Classic Copyright (Holdings) Ltd - GBP	Barclays Bank	Leicester, Leicestershire, LE87, 2BB

**SCHEDULE 4
INTELLECTUAL PROPERTY**

Credit Party	Jurisdiction	Mark	Registration No.
			Registration Date
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	US Federal	BOOSEY & HAWKES	2174183 July 21, 1998
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	EUTM	BOOSEY & HAWKS	015571045 January 20, 2017
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	India	BOOSEY & HAWKS	3224134 March 31, 2016
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	Japan	BOOSEY & HAWKS	1978-070298 November 26, 1982
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	India	BOOSEY & HAWKES	3208277 March 11, 2016
BOOSEY & HAWKES MUSIC PUBLISHERS LIMITED	India	BOOSEY & HAWKES	3208055 March 11, 2016

SCHEDULE 5
FORM OF NOTICE OF CHARGE OF ACCOUNTS

[On letterhead of the Chargor]

[Date]

[Bank]

[Branch]

Attention: [●]

Dear Sirs,

1. We hereby give you notice that by a debenture dated [●], we have charged to [*Name of Administrative Agent*] as administrative agent (the “**Administrative Agent**”) all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account(s) and to all interest (if any) accruing on the accounts from time to time:

Account No. [●], sort code [●]; and
Account No. [●], sort code [●];
[Repeat as necessary],
(the “Account(s)”).

2. Please acknowledge receipt of this letter by returning a copy of the attached letter on your letterhead with a receipted copy of this notice, to the Administrative Agent at [*address*], Attention: [●].
3. This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
for and on behalf of
[*Name of Chargor*]

SCHEDULE 6
FORM OF ACKNOWLEDGEMENT OF NOTICE OF CHARGE

[On letterhead of Bank]

[Date]

To: *[Name of Administrative Agent]* (the “**Administrative Agent**”)
 [Address]

Attention: [●]

Dear Sirs,

[Name of Chargor] (the “**Chargor**”)

We refer to the notice dated [●] received from the Chargor with respect to the charge which it has granted to you over the Accounts (the “**Notice**”).

Terms not defined in this letter shall have the meanings given to them in the Notice.

We hereby acknowledge that the Chargor has charged to you all of its rights, title, interest and benefit in and to the Accounts.

We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Accounts we shall:

- (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any moneys from time to time standing or accruing to the credit of the Accounts save for fees and charges payable to us for the operation of the Accounts;
- (b) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Accounts provided that:
 - (i) all instructions are received in writing, by [facsimile][email], to us at [facsimile number [●]][email address [●]], attention: [●]; and
 - (ii) all instructions must be received by [●] [am][pm] if they are to be complied with on the same business day. Instructions received outside such hours will be complied with on the next business day following such receipt. [Facsimile][Email] instructions will be deemed received at the time of transmission; and
 - (iii) to the extent that an instruction is given which would in our opinion cause any Account to become overdrawn we will transfer the cleared balance in the Account.

- (c) we shall not be obliged to comply with any instructions received from you where to comply with such instructions will breach a court order or be contrary to Applicable Law, and we shall give notice thereof to you and the Chargor as well as reasons why we cannot comply with such instructions; and
- (d) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph (d) we shall not be responsible for any loss caused to you or to the Chargor and in any event we shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).

We are irrevocably authorised by you to follow any instructions received from you in relation to the Accounts from any person that we reasonably believe is an authorised officer of the Administrative Agent, without further inquiry as to the Administrative Agent's right or authority to give such instructions and we shall be fully protected in acting in accordance with such instructions.

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

Yours faithfully

.....
for and on behalf of
[Bank]

SCHEDULE 7
FORM OF NOTICE OF CHARGE OF MATERIAL MEDIA AGREEMENT

To: [●]

Date: [●]

Dear Sirs,

We hereby give you notice that we have charged to [*Name of Administrative Agent*] (the “**Administrative Agent**”) pursuant to a debenture entered into by us in favour of the Administrative Agent dated [●] (the “**Debenture**”) all our rights, title and interest in and to [*details of contract*] (the “**Contract**”) including all moneys which may be payable in respect of the Contract.

With effect from your receipt of this notice:

1. We instruct you to comply with all payment instructions in respect of any payments to be made under or arising from the Contract as set out in any notice received from the Administrative Agent.
2. All remedies provided for in the Contract or available at law or in equity are exercisable by the Administrative Agent (provided that the Administrative Agent shall have no greater rights under this notice than we have under the Contract).
3. All rights to compel performance of the Contract are exercisable by the Administrative Agent although the Chargor shall remain liable to perform all the obligations assumed by it under the Contract.
4. All rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract belong to the Administrative Agent to the exclusion of the Chargor and no changes may be made to the terms of the Contract otherwise than as provided for in the Credit Agreement (as defined in the Debenture).
5. You are authorised and instructed, without requiring further approval from us, to provide the Administrative Agent with such information relating to the Contract as it may from time to time request.
6. We will remain liable to perform all the obligations under the Contract. None of the Administrative Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

These instructions may not be revoked, nor may the terms of the Contract be amended, varied or waived without the prior written consent of the Administrative Agent, unless it is of a minor technical or non-operational nature or in any way which could not be reasonably expected materially and adversely to affect the interests of the Administrative Agent.

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

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Administrative Agent at [*address*] marked for the attention of [●].

.....
Yours faithfully,
for and on behalf of [*Name of Chargor*]

SCHEDULE 8
FORM OF ACKNOWLEDGEMENT OF CHARGE OF MATERIAL MEDIA AGREEMENT

[On letterhead of the counterparty]

[Date]

To: *[Name of Administrative Agent]* (the “**Administrative Agent**”) *[Address]*

Attention: [●]

Dear Sirs,

[Name of Chargor] (the “**Chargor**”)

1. We refer to the notice dated [●], received from the Chargor with respect to the charge which it has granted to you over the Contract (the “**Notice**”).
2. Terms not defined in this letter shall have the meanings given to them in the Notice.
3. We confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract.
4. We confirm that we will comply with the terms of the Notice and that no amendment, waiver or release of any of such rights, interests and benefits arising under the Contract shall be effective without your prior written consent.
5. We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to you shall be effectively delivered if sent by [facsimile to you at number [phone number]][email to you at email address [●]] or by post at the address at the top of this letter, in both cases marked for the attention of [●].

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

Yours faithfully,

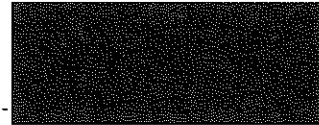
.....
for and on behalf of
[Counterparty]

SIGNATURE PAGES TO DEBENTURE

The Chargors

Executed and delivered as a deed by)
CONCORD THEATRICALS LIMITED by)
a director in the presence of a witness:)

Signature



Name (block capitals) KENT HOSKINS

Director

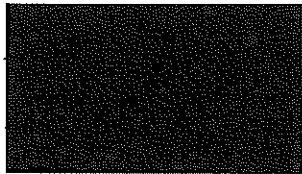
Witness signature



Witness name
(block capitals)

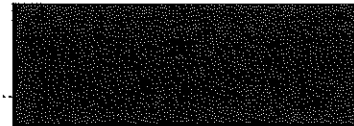
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by)
SAMUEL FRENCH LIMITED by a director)
in the presence of a witness:)

Signature



Name (block capitals) KENT HOSKINS

Director

Witness signature



Witness name
(block capitals)

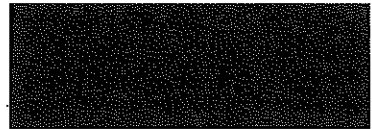
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by **BOOSEY**)
& **HAWKES HOLDINGS LIMITED** by a)
director in the presence of a witness:)
)

Signature



Name (block capitals) KENT HOSKINS

Director

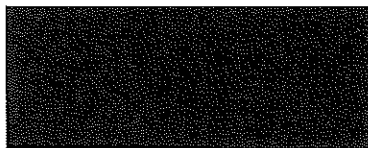
Witness signature



Witness name
(block capitals)

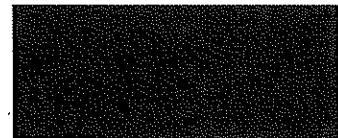
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by)
CLASSIC COPYRIGHT (HOLDINGS))
LIMITED by a director in the presence of a)
witness:)

Signature



Name (block capitals) KENT HOSKINS

Director

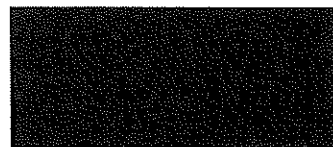
Witness signature



Witness name
(block capitals)

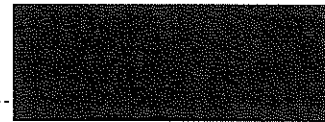
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by)
CLASSIC COPYRIGHT LIMITED by a)
director in the presence of a witness:)
)

Signature ..



Name (block capitals) KENT HOSKINS
Director

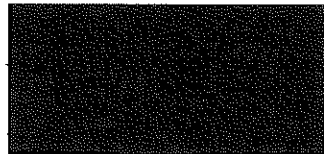
Witness signature



Witness name
(block capitals)

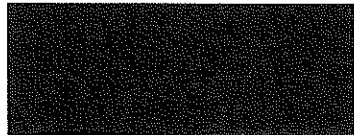
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by **BOOSEY**)
& HAWKES LIMITED by a director in the)
presence of a witness:)
)

Signature



Name (block capitals) KENT HOSKINS
Director

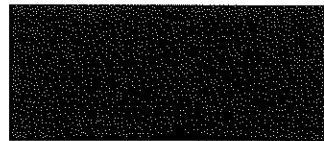
Witness signature



Witness name
(block capitals)

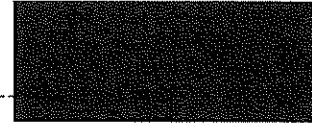
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by **BOOSEY**)
& **HAWKES GROUP SERVICES**)
LIMITED by a director in the presence of a)
witness:)

Signature



Name (block capitals) KENT HOSKINS

Director

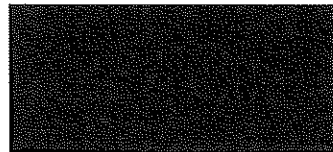
Witness signature



Witness name
(block capitals)

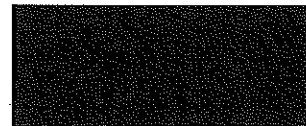
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by **BOOSEY**)
& **HAWKES MUSIC PUBLISHERS**)
LIMITED by a director in the presence of a)
witness:)

Signature



Name (block capitals) KENT HOSKINS

Director

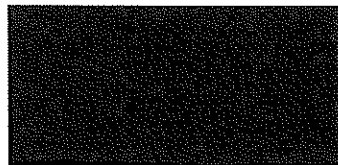
Witness signature



Witness name
(block capitals)

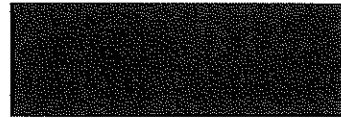
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by)
ANGLO-SOVIET MUSIC PRESS)
LIMITED by a director in the presence of a)
witness:)

Signature



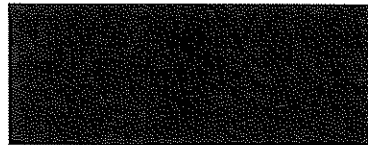
Name (block capitals) KENT HOSKINS
Director

Witness signature



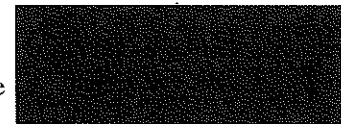
Witness name DEVIN C. BOYLE
(block capitals)

Witness address



Executed and delivered as a deed by ANTON)
J. BENJAMIN LIMITED by a director in the)
presence of a witness:)
)

Signature



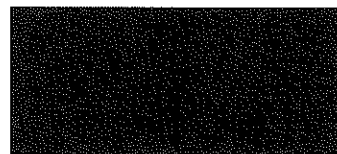
Name (block capitals) KENT HOSKINS
Director

Witness signature



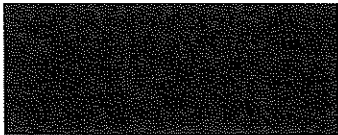
Witness name DEVIN C. BOYLE
(block capitals)

Witness address



Executed and delivered as a deed by **BOOSEY**)
& HAWKES MULTIMEDIA LIMITED by)
a director in the presence of a witness:)
)

Signature



Name (block capitals) KENT HOSKINS
Director

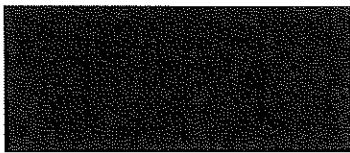
Witness signature



Witness name
(block capitals)

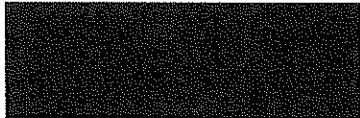
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by **3RD**)
AUDIO LIMITED by a director in the)
presence of a witness:)
)

Signature



Name (block capitals) KENT HOSKINS
Director

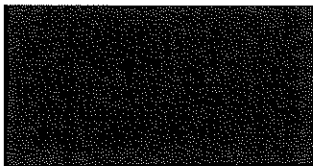
Witness signature



Witness name
(block capitals)

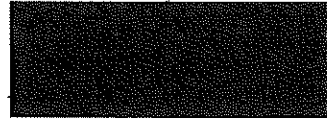
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by **BIG**)
PICTURE MUSIC LTD. by a director in the)
presence of a witness:)
)

Signature



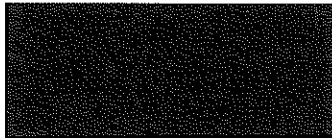
Name (block capitals) KENT HOSKINS
Director

Witness signature



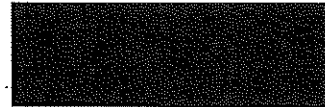
Witness name DEVIN C. BOYLE
(block capitals)

Witness address



Executed and delivered as a deed by)
BOOSEY & CO., LIMITED by a director in)
the presence of a witness:)
)

Signature



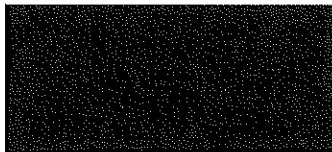
Name (block capitals) KENT HOSKINS
Director

Witness signature



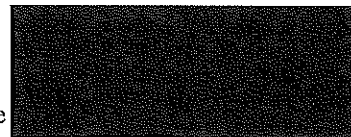
Witness name DEVIN C. BOYLE
(block capitals)

Witness address



Executed and delivered as a deed by)
BOOSEYTONES LIMITED by a director in)
the presence of a witness:)
)

Signature



Name (block capitals) KENT HOSKINS
Director

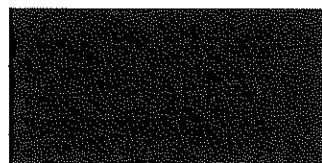
Witness signature



Witness name
(block capitals)

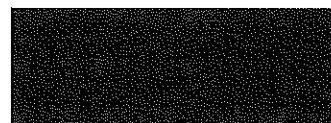
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by **BRITISH**)
STANDARD MUSIC COMPANY)
LIMITED by a director in the presence of a)
witness:)

Signature



Name (block capitals) KENT HOSKINS
Director

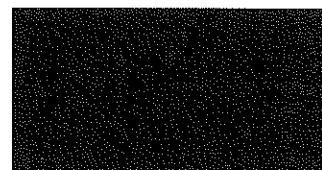
Witness signature



Witness name
(block capitals)

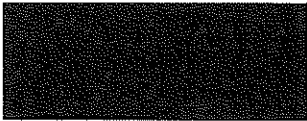
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by)
HAWKES & SON (LONDON) LIMITED)
by a director in the presence of a witness:)
)

Signature ..



Name (block capitals) KENT HOSKINS

Director

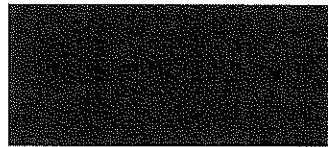
Witness signature



Witness name
(block capitals)

DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by)
HENDON MUSIC LIMITED by a director)
in the presence of a witness:)
)


Signature ..



Name (block capitals) KENT HOSKINS

Director

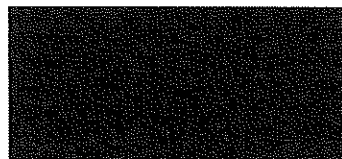
Witness signature



Witness name
(block capitals)

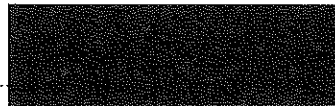
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by)
SCHAUER & MAY LIMITED by a director)
in the presence of a witness:)
)

Signature



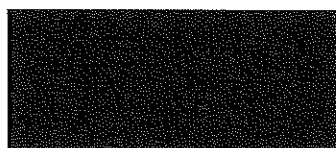
Name (block capitals) KENT HOSKINS
Director

Witness signature



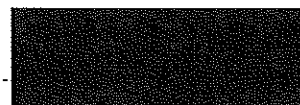
Witness name DEVIN C. BOYLE
(block capitals)

Witness address



Executed and delivered as a deed by)
BOOSEY & HAWKES KJM LIMITED by)
a director in the presence of a witness:)
)

Signature



Name (block capitals) KENT HOSKINS
Director

Witness signature



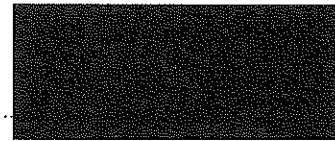
Witness name DEVIN C. BOYLE
(block capitals)

Witness address



Executed and delivered as a deed by)
BOOSEY & HAWKES Z LIMITED by a)
director in the presence of a witness:)
)


Signature



Name (block capitals) KENT HOSKINS

Director

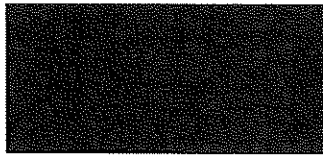
Witness signature



Witness name
(block capitals)

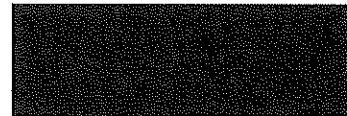
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by)
CONCORD CREATIVE SERVICES LTD)
by a director in the presence of a witness:)
)

Signature



Name (block capitals) KENT HOSKINS

Director

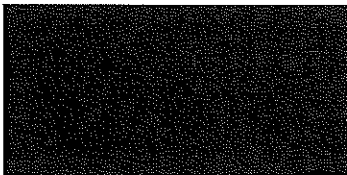
Witness signature



Witness name
(block capitals)

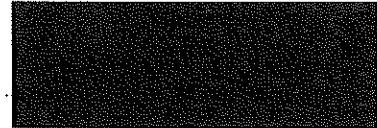
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by)
LAFLEUR MUSIC LTD by a director in the)
presence of a witness:)
)

Signature



Name (block capitals) KENT HOSKINS

Director

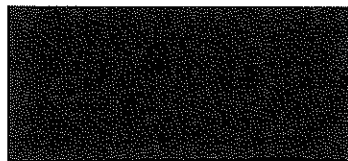
Witness signature



Witness name
(block capitals)

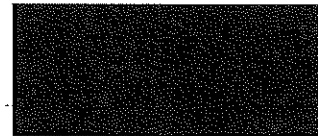
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by **LIME**)
GREEN MUSIC LTD by a director in the)
presence of a witness:)
)

Signature



Name (block capitals) KENT HOSKINS

Director

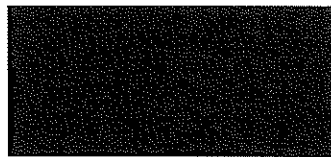
Witness signature



Witness name
(block capitals)

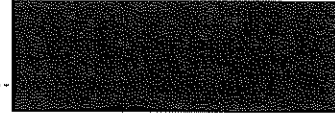
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by **MELON**)
YELLOW MUSIC LIMITED by a director)
in the presence of a witness:)
)


Signature ..



Name (block capitals) KENT HOSKINS

Director

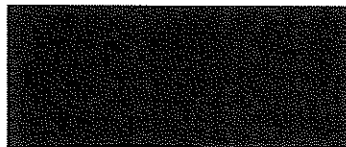
Witness signature



Witness name
(block capitals)

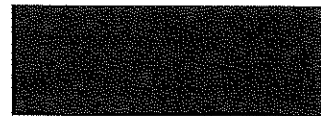
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by **UNITED**)
NATIONS MUSIC PUBLISHING)
LIMITED by a director in the presence of a)
witness:)

Signature



Name (block capitals) KENT HOSKINS

Director

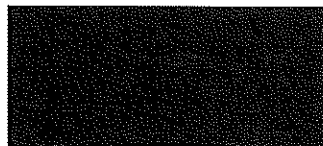
Witness signature



Witness name
(block capitals)

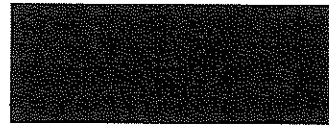
DEVIN C. BOYLE

Witness address



Executed and delivered as a deed by)
WINTHROP ROGERS, LIMITED by a)
director in the presence of a witness:)
)

Signature



Name (block capitals) KENT HOSKINS
Director

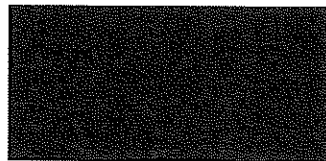
Witness signature



Witness name
(block capitals)

DEVIN C. BOYLE

Witness address



The Administrative Agent

Executed and delivered as a deed by **FIFTH**)
THIRD BANK, NATIONAL)
ASSOCIATION, acting by an authorized)
officer, who, in accordance with the laws of)
that territory, is acting under the authority of)
the company:)
)
)
)

Signature

Title: Managing Director

[Redacted Signature]

[Redacted Title]