



Registration of a Charge

Company Name: **MICHAEL RUTHERFORD LIMITED**

Company Number: **01103432**



XBEU968A

Received for filing in Electronic Format on the: **17/10/2022**

Details of Charge

Date of creation: **04/10/2022**

Charge code: **0110 3432 0002**

Persons entitled: **JPMORGAN CHASE BANK, N.A. (AS ADMINISTRATIVE AGENT FOR THE BENEFIT OF IT AND THE LENDERS (AS DEFINED IN THE INSTRUMENT))**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY REGISTERED OR REQUIRED TO BE REGISTERED IN THE UK HAS BEEN CHARGED. FOR FULL DETAILS OF THE CHARGES, PLEASE REFER TO THE CHARGING INSTRUMENT DIRECTLY.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE, COMPLETE AND CORRECT COPY OF THE ELECTRONICALLY EXECUTED ORIGINAL INSTRUMENT.**

Certified by: **AMANDA MOLTER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1103432

Charge code: 0110 3432 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th October 2022 and created by MICHAEL RUTHERFORD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2022 .

Given at Companies House, Cardiff on 20th October 2022

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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 electronically executed original instrument.

EXECUTION VERSION

**INSTRUMENT OF
ASSUMPTION AND JOINDER (GUARANTOR)**

By:  Amanda Molter

Date: Oct 14, 2022

(Licensed to practice in California)

as of October 4, 2022

INSTRUMENT OF ASSUMPTION AND JOINDER dated as of October 4, 2022 (this "Assumption Agreement") made by (i) Anthony Banks Limited, a private limited company incorporated and registered under the laws of England and Wales with company number 01107664, (ii) Michael Rutherford Limited, a private limited company incorporated and registered under the laws of England and Wales with company number 01103432 and (iii) Gelring Limited, a private limited company incorporated and registered under the laws of England and Wales with company number 01262343 (collectively, the "Companies" and each a "Company"), each of which is a wholly-owned subsidiary of Concord Publishing LLC, a Delaware Limited Liability company ("Concord Publishing"), in favor of the Lenders referred to in that certain Credit, Security, Pledge and Guaranty Agreement dated as of September 30, 2022 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement) among Concord Special Purpose Acquisition Company II, LLC, as the Borrower, Axton Copyrights, LLC, as the Parent, the Guarantors referred to therein, the Lenders referred to therein, and JPMorgan Chase Bank, N.A., as Administrative Agent.

WITNESSETH

Pursuant to Schedule 5.23 of the Credit Agreement, each Company is required to execute this Instrument of Assumption and joinder.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, each Company hereby agrees as follows:

1. Assumption and Joinder.

1.1. Each Company hereby expressly confirms that it has assumed, and hereby agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of (i) a Guarantor under the Credit Agreement and all the other Fundamental Documents applicable to it as a Guarantor, (ii) a Grantor under (and as defined in) the Copyright Security Agreement and (iii) a Grantor under (and as defined in) the Trademark Security Agreement. By virtue of the foregoing, each Company hereby accepts and assumes any liability of (x) a Guarantor and a Credit Party related to each representation or warranty, covenant or obligation made by a Guarantor and a Credit Party in the Credit Agreement or any other Fundamental Document to which it is or becomes a party and hereby expressly affirms, as to itself only, as of the date hereof, each of such representations, warranties, covenants and obligations, and (y) a Grantor related to each covenant or obligation made by a Grantor in the Copyright Security Agreement and the Trademark Security Agreement and hereby expressly affirms, as of the date hereof, each of such covenants and obligations. Further, each Company hereby acknowledges that it has received executed copies (together with any amendments, supplements or other modifications thereto) of the Credit Agreement, Copyright

Security Agreement, Trademark Security Agreement and each of the other Fundamental Documents to which such Company is joining pursuant to this Assumption Agreement.

1.2. All references to the term “Guarantor” or “Credit Party” in the Credit Agreement or any other Fundamental Document, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, each Company.

1.3. All references to the term “Grantor” in the Copyright Security Agreement and the Trademark Security Agreement, as applicable, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, each Company.

2. Representations and Warranties. Each Company hereby represents and warrants to the Administrative Agent and the Lenders as follows:

2.1. Such Company has the requisite company power and authority to enter into this Assumption Agreement and to perform its obligations hereunder and under the Credit Agreement, the Copyright Security Agreement, the Trademark Security Agreement and the other Fundamental Documents to which it is a party. The execution, delivery and performance of this Assumption Agreement by such Company, the transactions contemplated hereby and the performance of its obligations hereunder and under the Credit Agreement, the Copyright Security Agreement, the Trademark Security Agreement and the other Fundamental Documents to which it is a party have been duly authorized by the managing body of such Company and no other company proceedings on the part of such Company are necessary to authorize the execution, delivery or performance of this Assumption Agreement, the transactions contemplated hereby or the performance of its obligations under the Credit Agreement, the Copyright Security Agreement, the Trademark Security Agreement or any other Fundamental Document to which such Company is a party. This Assumption Agreement has been duly executed and delivered by such Company. This Assumption Agreement, the Credit Agreement, the Copyright Security Agreement, the Trademark Security Agreement and the other Fundamental Documents to which it is a party each constitutes a legal, valid and binding obligation of such Company enforceable against them in accordance with its respective terms, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.2. The representations and warranties set forth in Article 3 of the Credit Agreement are true and correct in all material respects on and as of the date hereof (except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true in all material respects as of such earlier date) with the same effect as if made on and as of the date hereof.

2.3. The authorized capitalization of such Company, the number of shares of its capital stock outstanding on the date hereof, and the ownership of the outstanding shares of its capital stock is set forth on Schedule 1 of the disclosure schedules provided to the Administrative Agent.

2.4. As of the date hereof, such Company has not done business, is not doing business and does not intend to do business other than under such Company's full legal name, including, without limitation, under any trade name or other "doing business as" name and is in good standing in all jurisdictions where the nature of its properties or business so requires except jurisdictions where the failure to be in good standing could not reasonably be expected to result in a Material Adverse Effect or result in the imposition of a material tax or penalty.

2.5. The chief executive office of such Company is set forth on Schedule 2 of the disclosure schedules provided to the Administrative Agent. Such office is the place where the Company keeps the records concerning the Collateral attributable to it, if any, on the date hereof. All of the places where such Company keeps (or intends to keep) any goods included in the Collateral attributable to it, if any, on the date hereof are the places listed on Schedule 2 of the disclosure schedules provided to the Administrative Agent. Such Company's tax identification number (or company number or equivalent, as applicable), jurisdiction of organization or formation and organizational identification number are listed on Schedule 2 hereto.

2.6. Each of the Companies has provided to the Administrative Agent a certificate of its Secretary, Assistant Secretary or other appropriate officer (or member or manager, as the case may be, in the case of limited liability companies) acceptable to the Administrative Agent, of such Company, dated as of the date hereof and certifying: (A) that attached thereto is a true and complete copy of the by-laws, limited liability company agreement or equivalent document, as the case may be, of the Company as in effect on the date of such certification, (B) that attached thereto is a true and complete copy of the resolutions adopted by the applicable managing body of the Company authorizing the execution, delivery and performance in accordance with their respective terms of the Fundamental Documents to which it is a party, and any other documents required or contemplated hereunder or thereunder, the grant of the security interests in the Collateral and the Pledged Collateral (as applicable) and that such resolutions have not been amended, rescinded or supplemented and are currently in effect, (C) that attached thereto is a true and complete copy of the articles or certificate of incorporation, certificate of organization or formation, or equivalent document of the Company and the same has not been amended, cancelled or otherwise modified since the date of the last amendment thereto indicated on the certificates of the Secretary of State (as to U.S. Credit Parties) or other relevant office, and (D) as to the incumbency and specimen signature of each officer (or member or manager, as the case may be) of the Company executing any Fundamental Document or such other documents required or contemplated hereunder or thereunder (such certificate to contain a certification by another officer (or member or manager, as the case may be) of the Company as to the incumbency and signature of the officer (or member or manager, as the case may be) signing the certificate referred to in this Paragraph 2.6)).

3. **Non-Recourse.** The parties hereto agree that the Administrative Agent's and the Lenders' recourse for performance of the Companies' obligations created hereunder shall be as expressly limited to the assets of the Companies and neither the Administrative Agent, for the benefit of the Lenders, nor the Lenders will have any recourse to the assets of Concord Publishing or any of its Affiliates.

4. **Further Assurances.** At any time and from time to time, upon the Administrative Agent's reasonable request and at the sole expense of the applicable Company, each company will promptly and duly execute and deliver any and all further instruments and documents and take

such further action as the Administrative Agent reasonably deems necessary to effect the purposes of this Assumption Agreement.

5. Binding Effect. This Assumption Agreement shall be binding upon each Company and shall inure to the benefit of the Administrative Agent and the Lenders and their respective successors and assigns.


6. Delivery. Delivery of an executed signature page of this Assumption Agreement by facsimile or electronic transmission in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic transmission shall be effective as delivery of a manually executed counterpart of this Assumption Agreement. If any Company executes this Assumption Agreement by facsimile or by electronic transmission, it shall also deliver a manually executed signature page to this Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Assumption Agreement, and each Company hereby waives any right it may have to object to said treatment.

7. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

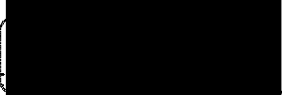
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assumption Agreement to be duly executed and delivered by their duly Authorized Officer as of the date first set forth above.

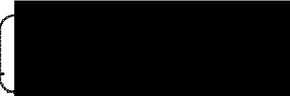
MICHAEL RUTHERFORD LIMITED

By 
Name: J. Robert Valentine
Title: Director

ANTHONY BANKS LIMITED

By 
Name: J. Robert Valentine
Title: Director

GERLING LIMITED

By 
Name: J. Robert Valentine
Title: Director