



**Registration of a Charge**

Company Name: **KOBALT MUSIC GROUP LIMITED**

Company Number: **04018752**



XCYWETXU

Received for filing in Electronic Format on the: **14/03/2024**

**Details of Charge**

Date of creation: **05/03/2024**

Charge code: **0401 8752 0025**

Persons entitled: **TRUIST BANK**

Brief description: **THE INSTRUMENT CONTAINS CHARGES (NOT EXPRESSED TO BE FLOATING CHARGES) OVER ALL OF THE COMPANY'S RIGHTS IN ANY INTELLECTUAL PROPERTY. NONE IS SPECIFIED. SEE THE INSTRUMENT FOR MORE DETAILS.**

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by:

**SERENA BRENT, SOLICITOR, MAYER BROWN INTERNATIONAL LLP**



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

Company number: 4018752

Charge code: 0401 8752 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th March 2024 and created by KOBALT MUSIC GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2024 .

Given at Companies House, Cardiff on 19th March 2024

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**

Date: 5 March 2024

**DEBENTURE**

**between**

**THE CHARGORS LISTED HEREIN**

as Initial Chargors

and

**TRUIST BANK**

as Collateral Agent

This Debenture is entered into subject to the terms of the Credit Agreement dated 5 March 2024.

**KIRKLAND & ELLIS INTERNATIONAL LLP**

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This Deed is made on 5 March 2024.

## PARTIES

- (1) **THE COMPANIES** detailed in SCHEDULE 1 (*Initial Chargors*) (the "**Initial Chargors**"); and
- (2) **TRUIST BANK** as collateral agent for itself and the other Secured Parties as defined below (the "**Collateral Agent**").

It is agreed as follows:

### 1 Interpretation

#### 1.1 Definitions

In this Debenture:

"**Assigned Agreements**" means the Intra-Group Debt Documents, the Music Agreements and any other agreements designated as Assigned Agreements by the Company and the Collateral Agent;

"**Bank Accounts**" means all:

- (a) current, deposit or other accounts; or
- (b) accounts included in the Borrowing Base under the Credit Agreement,

in each case, opened or maintained by a Chargor in England and Wales from time to time, including the debt or debts represented thereby and all Related Rights.

"**Book Debts**" means all present and future book and other debts, revenue and monetary claims (and the proceeds of any debt, revenue or claim) now or in the future due, owing or payable to a Chargor and the benefit of all security, guarantees indemnities and other rights of any kind enjoyed or held by that Chargor in relation to any of them together with all Related Rights. In relation to a Chargor, "its Book Debts" means all Book Debts in which it has any rights.

"**Charged Property**" means all the assets and undertakings which from time to time are mortgaged, charged or assigned to or subject to the security created or expressed to be created in favour of the Collateral Agent by or pursuant to this Debenture and any Security Accession Deed.

"**Chargor**" means each Initial Chargor together with any person which grants Security over its assets in favour of the Collateral Agent by executing a Security Accession Deed.

"**Company**" means Kobalt London Limited, a company incorporated in England and Wales with registered address 5th Floor, Goldings House, 2 Hays Lane, London, England, SE1 2HB and having company number 10945372.

"**Counterparty Notice**" means a notice substantially in the form set out in SCHEDULE 4 (*Form of Counterparty Notice*).

"**Credit Agreement**" means the credit agreement entered into on or around the date of this Debenture between, *inter alios*, Kobalt Music Group Limited as Holdings, the Company as Borrower, the Guarantors party thereto from time to time and Truist Bank as Administrative Agent and Collateral Agent.

"**Declared Default**" means an Event of Default for which the Administrative Agent has provided prior written notice to the Borrower of the Administrative Agent's intention to exercise, or direct

the Collateral Agent to exercise, any of its rights under the relevant remedial provisions in the Loan Documents.

**"Intellectual Property"** means with respect to a Chargor all of its rights, title and interest from time to time in:

- (a) any patents, utility models, trade marks, service marks, designs, company names, trade names, copyrights, database rights, design rights, registered designs, domain names, moral rights, inventions, confidential information, trade secrets, know-how and all other intellectual property rights throughout the world and interests (which may now or in the future subsist), whether registered or unregistered (including any intellectual property subsisting in the Music Products); and
- (b) the benefit of all applications (and all goodwill associated with such applications) and rights to use such assets of a Chargor, including all rights under any agreements relating to the use or exploitation of any such rights, which may now or in the future subsist.

**"Intra-Group Debt Documents"** means each agreement between a Chargor as creditor and a Restricted Subsidiary as debtor evidencing the terms of an intra-group loan (if any).

**"Receiver"** means a receiver or receiver and manager or administrative receiver appointed under this Debenture by the Collateral Agent over all of the Charged Property whether solely, jointly, severally, or jointly and severally with any other person and includes any substitute for any of them appointed from time to time.

**"Related Rights"** means:

- (a) in relation to Shares:
  - (i) all dividends, distributions and other income paid or payable on a Share; and
  - (ii) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share (whether by way of conversion, redemption, bonus, preference, option or otherwise); and
- (b) in relation to any other asset:
  - (i) the net proceeds of sale of any part of that asset;
  - (ii) all rights and benefits under any licence, assignment, agreement for sale or agreement for lease in respect of that asset;
  - (iii) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
  - (iv) any moneys and proceeds received by or paid or payable in respect of that asset.

**"Required Creditor Consent"** means the consent of the Required Lenders prior to the Termination Date.

**"Secured Obligations"** means the "*Obligations*" as defined in the Credit Agreement.

**"Secured Parties"** means the Collateral Agent, the other Secured Parties (as defined in the Credit Agreement) and any Receiver.

**"Security"** means any mortgage, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person and any other agreement entered into for the purpose and having the effect of conferring security or any arrangement having a similar effect.

**"Security Accession Deed"** means a deed executed by a member of the Group substantially in the form set out in Schedule 3 (*Form of Security Accession Deed*).

**"Shares"** means in relation to a Chargor, all shares owned by that Chargor in each Borrower and Restricted Subsidiary which is incorporated in England and Wales (other than any Excluded Subsidiary), as at the date of its entry into this Debenture, or Security Accession Deed (as the case may be) and as specified in Schedule 2 (*Shares*) and in the Schedule of any relevant Security Accession Deed.

**"Relevant Intellectual Property Office"** means the UK Intellectual Property Office, the US Copyright Office or the US Patent and Trademark Office, as appropriate.

**"US Security Agreement"** means New York law security agreement to be entered into on or around the date of this Debenture in relation to the Credit Agreement between, *inter alios*, the Grantors identified therein and Truist Bank as the Collateral Agent.

## 1.2 Construction

In this Debenture, unless a contrary intention appears, a reference to:

- (a) an *"agreement"* includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an *"amendment"* includes any amendment, supplement, variation, novation, modification, replacement or restatement and "amend", "amending" and "amended" shall be construed accordingly;
- (c) *"assets"* includes present and future properties, revenues and rights of every description. Any reference to a particular type or category of asset includes any present or future assets of that type or category;
- (d) *"Chargors"* includes a reference to any of them as well as a reference to all of them;
- (e) this *"Debenture"* includes, in respect of a Chargor (other than an Initial Chargor), any Security Accession Deed hereto;
- (f) *"disposal"* includes any leases, license, transfer, sale or other disposal of any kind (with related words being construed accordingly);
- (g) *"including"* means including without limitation and "includes" and "included" shall be construed accordingly;
- (h) *"losses"* includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "loss" shall be construed accordingly;
- (i) *"person"* includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- (j) *"regulation"* includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (k) a *"Chargor"* in relation to any Charged Property is, if that Chargor holds any right, title or interest in that Charged Property jointly with any other Chargor, a reference to those Chargors jointly.



### 1.3 Other References and Interpretation

- (a) In this Debenture, unless a contrary intention appears, a reference to:
  - (i) any Secured Party, Loan Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's (and any subsequent) successors in title, permitted assignees and transferees and, in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent or Collateral Agents in accordance with the Loan Documents;
  - (ii) any Loan Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated, varied, released, supplemented, extended, restated or replaced (in each case, however fundamentally), including by way of any change to or increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Loan Document;
  - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Debenture and any reference to this Debenture includes its schedules;
  - (iv) an Event of Default or Declared Default is "*continuing*" if it has not been remedied or waived or otherwise ceases to be continuing in accordance with the terms of the relevant Loan Document; and
  - (v) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture.
- (c) Words importing the plural shall include the singular and vice versa.
- (d) Unless otherwise defined in this Debenture, words and expressions defined in the Credit Agreement, the Intercreditor Agreements or the other Loan Documents (as applicable) shall have the same meanings when used in this Debenture. In the event of any conflict or inconsistency between the terms of this Debenture and the terms of the Credit Agreement, the Intercreditor Agreements and/or the Loan Documents, the terms of the Intercreditor Agreements and/or the Loan Documents (as applicable) will prevail and, if requested to do so by (and at the cost of) the Company, the Collateral Agent will enter into such amendments, waivers or consents as are necessary to remove such conflict.
- (e) 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.
- (f) The terms of the other Loan Documents and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated into each Loan Document to the extent required for any purported disposition of the real property contained in this Debenture to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (g) Notwithstanding anything to the contrary in this Debenture, the terms of this Debenture shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step (or any Chargor taking or entering into the same or dealing in any manner whatsoever in relation to any Charged Property) not prohibited by the Loan Documents or where Required Creditor Consent has been obtained and the Collateral Agent shall promptly enter into such documentation and/or take such other action as is required by a Chargor (acting

reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses reasonably and properly incurred by the Collateral Agent entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this paragraph (g) shall be for the account of such Chargor, in accordance with Clause 10.04 (*Attorney Costs and Expenses*) of the Credit Agreement.

- (h) The obligations of each Chargor 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.
- (i) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Collateral Agent in relation to the trusts created by this Debenture or any other Loan Document.
- (j) This Debenture is intended to take effect as a deed notwithstanding that a party may have executed it under hand only.
- (k) Notwithstanding any other provision of this Debenture, the Security constituted in relation to the trusts created by this Debenture and the exercise of any right or remedy by the Collateral Agent hereunder shall be subject to the Intercreditor Agreements (once executed).
- (l) Notwithstanding any other provision of this Debenture where:
  - (i) a right or asset has been assigned by a Chargor under the US Security Agreement and that Chargor purports to assign the same asset or right under this Debenture, that second assignment will instead take effect as a charge over that Chargor's remaining rights in respect of the relevant asset or right and will only take effect as an assignment if the assignment created by the US Security Agreement has no, or ceases to have, effect; and/or
  - (ii) this Debenture purports to create a first fixed charge over any assets over which an Chargor granted a fixed charge (or jurisdictional equivalent) under the US Security Agreement, that security interest will be a second-ranking charge ranking subject to the first ranking charge (or jurisdictional equivalent) created by the US Security Agreement until such time as the security interest created by the US Security Agreement has no, or ceases to have, effect,

and, for so long as the US Security Agreement remains in force and effect, any reference in this Debenture to an asset secured under the US Security Agreement being assigned or the security over any asset secured under the US Security Agreement being first ranking or secured with full title guarantee, shall be construed accordingly and no breach or default shall arise under this Debenture or any other Finance Document as a result of the execution of or the existence of any security interest created (or purported to be created) under the US Security Agreement or this Debenture and the terms of the US Security Agreement, the Debenture and the other Finance Documents shall be construed accordingly so that there shall be no such breach or default.

- (m) Provided that a Chargor is in compliance with the terms of this Debenture (including without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing, and/or any other step or action relating to the perfection of any security interest (including any quasi-security interest)) then to the extent that the terms of the US Security Agreement impose substantially similar obligations in respect of the same assets, the Chargor will be deemed to have complied with the relevant obligations therein by virtue of its compliance under this Debenture.

## **2 Covenant to Pay**

- (a) Subject to any limits on its liability specified below or in the Loan Documents, each Chargor covenants, as primary obligor and not only as surety, with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Collateral Agent).
- (b) This Debenture is made to capture any further advances on other facilities made available by the Lenders under the Loan Documents (but does not create any obligation on the Lenders to make any further advances or other facilities available).

## **3 Charging Provisions**

### **3.1 Fixed Security**

Subject to Clause 3.4 (*Excluded Assets*) and as continuing security for the payment of the Secured Obligations, each Chargor:

- (a) charges in favour of the Collateral Agent with full title guarantee, the following assets, both present and future, from time to time owned by it or in which it has an interest by way of fixed charge:
  - (i) all of its Shares
  - (ii) its Bank Accounts;
  - (iii) all of its rights in its Book Debts;
  - (iv) all of its Intellectual Property; and
  - (v) all of its goodwill and uncalled capital,in each case, alongside all corresponding Related Rights in respect of such charged assets.
- (b) assigns absolutely by way of security with full title guarantee to the Collateral Agent all its right, title and interest from time to time in and to the Intra-Group Debt Documents, the Music Agreements and all Related Rights, provided that on payment and discharge in full of the Secured Obligations the Collateral Agent will promptly re-assign the relevant Intra-Group Debt Documents to the relevant Chargor (or as the relevant Chargor shall direct).

### **3.2 Floating Charge**

- (a) Subject to Clause 3.4 (*Excluded Assets*), as further continuing security for the payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged or assigned under Clause 3.1 (*Fixed Security*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 3.2.

### **3.3 Conversion of a Floating Charge**

- (a) The Collateral Agent may, by prior written notice to each Chargor, convert the floating charge created under this Debenture into a fixed charge with immediate effect as regards

those assets which it specifies in the notice if a Declared Default has occurred and is continuing.

- (b) The floating charge created under this Debenture will automatically (without notice) and immediately be converted into a fixed charge over the assets of a Chargor if (in addition to the circumstances when this may occur under the general law:
  - (i) any person (entitled to do so) levies any distress, execution, sequestration, expropriation or attachment against any of those assets;
  - (ii) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of a Chargor; or
  - (iii) an administrator is appointed in respect of the relevant Chargor.
- (c) The obtaining of a moratorium under section 1A 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 any floating charge created by this Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed as the disposal or property by any Chargor or a ground for the appointment of the Receiver.

#### 3.4 Excluded Assets

- (a) Unless otherwise expressly agreed in writing between the relevant Chargor and the Collateral Agent after the date on which it becomes a party to this Debenture, there shall be excluded from the Security created by this Clause 3 (*Charging Provisions*), from the other provisions of this Debenture and from the operation of any further assurance provisions contained in the Loan Documents:
  - (i) any asset or undertaking which a Chargor is at any time prohibited (whether conditionally or unconditionally) from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which a Chargor is precluded from creating Security on or over without the prior consent of a third party), in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party;
  - (ii) any asset or undertaking which, if subject to any such Security or the provisions of this Debenture, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or undertaking or require any member of the Group to take any action materially adverse to the interests of the Group or any member thereof, in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party;
  - (iii) any asset or undertaking situated outside England and Wales;
  - (iv) any real property;
  - (v) any investment in a joint venture (or other minority interest investment), or any member of the Group which is not wholly owned by another member of the Group, or any member of the Group which is not a Loan Party;
  - (vi) any asset or undertaking subject to security in favour of a third party or any cash, cash equivalent investments or other assets constituting regulatory, segregated and/or restricted capital or customer cash;

- (vii) any asset or undertaking representing more than sixty-five (65) per cent. of the total combined voting power of all classes of shares entitled to vote of (i) any "controlled foreign corporation" (as defined under Section 957 of the Internal Revenue Code of 1986, as amended) (a "**CFC**") that is directly owned for US federal income tax purposes by a US Person owned by a Chargor, or (ii) any (A) US entity or (B) non-US entity that is treated as a disregarded entity for US federal income tax purposes, in each case that is owned by a US person owned by a Chargor and has no material assets other than equity interests (or equity interests and indebtedness) of one or more CFCs;
- (viii) any bank account:
  - (A) in which securities or other non-cash assets are or become held or are to be held;
  - (B) which is or becomes subject to any cash pooling arrangement or similar arrangement;
  - (C) which is designated at any time or to be designated as a collections, restricted or similar account in respect of any factoring or receivables financing arrangement;
  - (D) which is a tax withholding account;
  - (E) which is designated at any time as a cash collateral or similar account in respect of any indebtedness; or
  - (F) over which a Lien is or becomes granted or is to be granted, in connection with any indebtedness (other than Indebtedness under the Secured Loan Documents); and
- (ix) any asset or undertaking to extent that creating Security on or over such asset or undertaking would:
  - (A) be prohibited by any applicable law or regulation or require consent from any central bank, supervisory authority, government, statutory body or other regional, national or international regulatory body (each a "**Regulator**");
  - (B) require any member of the Group or any of its Affiliates to directly or indirectly hold additional regulatory, segregated and/or restricted capital (howsoever described);
  - (C) require any member of the Group or any of its Affiliates to directly or indirectly deposit or deliver (or procure the deposit or delivery of) any additional collateral with, or grant any additional credit support to, for the benefit of or as directed by, any Regulator; or
  - (D) require any member of the Group or any of its Affiliates to directly or indirectly increase the nominal or actual amount of any insurance coverage provided it to in connection with the requirements of any Regulator,

**provided that**, in the case of paragraphs (i) and (ii), (A) each relevant Chargor shall, upon the written request of the Collateral Agent, use reasonable endeavours (without incurring material costs or taking any action which adversely impacts relationships with third parties) to obtain consent to charging any such material asset or undertaking (where otherwise

prohibited) if the Collateral Agent specifies in writing or, as the case may be, the date of such Chargor's execution of a Security Accession Deed, that such asset or undertaking is material, and (B) if such prohibition or right to terminate is irrevocably and unconditionally waived or otherwise ceases to apply, the relevant Chargor agrees to take all steps required pursuant to Clause 6.13 (*Further Assurance*) of the Credit Agreement such that the relevant asset is thereafter included in the Security created by this Clause 3, but otherwise continuing to be subject to this Clause 3.4 (*Excluded Assets*).

- (b) If at any time a Chargor notifies the Collateral Agent that an asset being subject to the Security created by this Clause 3 or any other provision of this Debenture has a material adverse effect on the ability of the relevant member of the Group to conduct its operations and business as otherwise not prohibited by the Loan Documents or as otherwise excluded by virtue of this Clause 3.4 (*Excluded Assets*), the Collateral Agent shall promptly enter into such documentation as is required by that Chargor in order to release that asset from the Security created by this Clause 3 and the other provisions of this Debenture, provided that any costs and expenses incurred by the Collateral Agent entering into such documentation at the request of such Chargor pursuant to this Clause 3.4 (*Excluded Assets*) shall be for the account of such Chargor (subject to Clause 10.04 (*Attorney Costs and Expenses*) of the Credit Agreement). The Collateral Agent is entitled to rely absolutely and without any further investigation on any such notification from a Chargor and is irrevocably authorized by each Secured Party to enter into such documentation.

## **4 Protection of Security**

### **4.1 Voting and Distribution Rights**

- (a) Prior to the occurrence of a Declared Default which is continuing:
  - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid or payable on or derived from the Shares owned by it; and
  - (ii) each Chargor shall be entitled to take all steps and exercise (or refrain from exercising) all rights, powers and discretion (including voting rights) attaching to the Shares owned by it and Related Rights and to deal with, receive, own and retain all assets and proceeds in relation thereto without restriction or condition.
- (b) The Collateral Agent may, at its discretion, following the occurrence of a Declared Default which is continuing, (in the name of the relevant Chargor or otherwise and without any further consent or authority from the relevant Chargor):
  - (i) exercise (or refrain from exercising) any voting rights in respect of any Shares (unless the Collateral Agent has notified the relevant Chargor in writing that it wishes to give up this right);
  - (ii) apply all dividends, interest and other monies arising from any Shares and Related Rights in accordance with Clause 9 (*Application of Proceeds*);
  - (iii) transfer any Shares and Related Rights into the name of such nominee(s) of the Collateral 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 any Shares (unless the Collateral Agent has notified the relevant Chargor in writing that it wishes to give up this right),

in such manner and on such terms as is consistent with the Loan Documents, and the proceeds of any such action shall form part of the Charged Property.

- (c) The Collateral Agent shall not be entitled to exercise voting or any other rights or powers or take any action otherwise permitted under paragraph (b) above if and to the extent that, from time to time:
  - (i) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "**NSIA**") and any regulations made under the NSIA; and
  - (ii) either:
    - (A) the Secretary of State has not approved that notifiable acquisition under and in accordance with the NSIA; or
    - (B) the Secretary of State has so approved that notifiable acquisition but there would, as a consequence, be a breach of the provisions of a final order made in relation to it under the NSIA,

**provided that**, for the avoidance of doubt, this paragraph (c) is for the benefit of the Collateral Agent only and the Collateral Agent shall be entitled to exercise rights under paragraph (b) above without obtaining any approvals under the NSIA, if it determines that it is not necessary or advisable to obtain the same.

- (d) Each Chargor will as soon as reasonably practicable after on the date of this Debenture (or as the case may be, the date of its execution of a Security Accession Deed) (taking into account any stamping or other transfer requirements in respect of any stock transfer forms of the relevant Shares) deposit with the Collateral Agent (or as it shall direct) all share certificates relating to the applicable Shares, together with stock transfer forms executed in blank and left undated on the basis that the Collateral Agent shall be able to hold such certificates and stock transfer forms until the Secured Obligations have been paid in full and shall be entitled, at any time following the occurrence of a Declared Default which is continuing, to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select, provided that the Collateral Agent shall, at any time prior to a Declared Default, be obliged to return such share certificates on request of the relevant Chargor if required to effect a transaction, matter or other step not prohibited by the Loan Documents or in respect of which Required Creditor Consent has been obtained.

#### 4.2 Assigned Agreements

- (a) Each Chargor will, in respect of any Assigned Agreement designated by the Company and the Collateral Agent as such after the date of this Debenture, as soon as reasonably practicable and in any event within ten (10) Business Days of such designation, give notice to the other parties to the Assigned Agreement that it has assigned or charged its right under the relevant agreement to the Collateral Agent under this Debenture. Such notice will be a Counterparty Notice. Each relevant Chargor shall use commercially reasonable endeavours to procure that such counterparty signs and delivers to the Collateral Agent an acknowledgement substantially in the form set out in the Counterparty Notice within twenty (20) Business Days after the delivery of the Counterparty Notice, provided that, if the relevant Chargor has not been able to obtain acknowledgement any obligation to comply with this Clause 4.2(a) shall cease twenty (20) Business Days following the date of service of the relevant notice.
- (b) Each Chargor shall remain liable to perform all its obligations under each Assigned Agreement to which it is a party. Neither the Collateral Agent, any Receiver nor any delegate appointed by them under this Debenture shall be under any obligation or liability to a Chargor or any other person under or in respect of an Assigned Agreement.

- (c) The Collateral Agent shall not be entitled to give any notice referred to in paragraph 2 of the Counterparty Notice, unless and until a Declared Default has occurred and is continuing.
- (d) If requested by the Collateral Agent at any time following the occurrence of an Declared Default which is continuing, each Chargor shall promptly upon prior written request by the Collateral Agent deliver to the Collateral Agent, and the Collateral Agent shall be entitled to hold, executed copies of each Assigned Agreement to which the Chargor is a party at the date of such request and such other documents relating to the Assigned Agreements as the Collateral Agent requires.

#### 4.3 Intellectual Property

- (a) Each Chargor shall take all necessary action which may be necessary to preserve, safeguard and maintain the subsistence of all present and future rights in or relating to its Intellectual Property including, materially observing all covenants and stipulations relating to such rights and paying all applicable renewal fees, licence fees and other outgoings.
- (b) Each Chargor shall take such steps as may be reasonably necessary to prevent third parties infringing any of its Intellectual Property.
- (c) No Chargor shall use or permit any of its Intellectual Property to be used in any way which may materially and adversely affect its value.
- (d) As soon as reasonably practicable, each Chargor shall execute all such documents and do all such acts as are necessary to record the interests of the Collateral Agent in or to the Intellectual Property specified in Schedule SCHEDULE 5 (*Registered Intellectual Property*) at the Relevant Intellectual Property Office.
- (e) If requested by the Collateral Agent at any time following the occurrence of a Declared Default which is continuing, each Chargor shall promptly upon prior written request by the Collateral Agent deliver to the Collateral Agent and the Collateral Agent shall be entitled to hold such documents relating to that Chargor's Intellectual Property as the Collateral Agent requires.

#### 4.4 PSC Representation

Each Chargor represents and warrants to the Collateral Agent that:

- (a) it has complied with any notice it has received from any member of the Group pursuant to Part 21A of the Companies Act 2006 (including any timeframe specified in such notice) in respect of which it holds shares charged pursuant to this Debenture; and
- (b) if its shares constitute Charged Property, it has not issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 and no circumstances exist which entitle such Chargor to issue any such notice.

#### 4.5 PSC Register

- (a) Each Chargor whose shares constitute Charged Property shall as soon as reasonably practicable upon prior written request by the Collateral Agent following an Event of Default which is continuing but prior to a Declared Default:
  - (i) notify the Collateral Agent if it has issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of its shares which constitute Charged Property which has not been withdrawn; and



- (ii) (if applicable) provide to the Collateral Agent a copy of any such warning notice or restrictions notice.
- (b) Each Chargor whose Shares constitute Charged Property shall as soon as reasonably practicable following a Declared Default:
  - (i) notify the Collateral Agent of its intention to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of its shares which constitute Charged Property; and
  - (ii) provide to the Collateral Agent a copy of any such warning notice or restrictions notice.
- (c) For the purposes of withdrawing any restrictions notice or for any application (or similar) to the court under Schedule 1B of the Companies Act 2006, in each case, in connection with an enforcement of security under and in accordance with this Debenture, each Chargor shall provide such assistance as the Collateral Agent may request in respect of any shares which constitute Charged Property and provide the Collateral Agent with all information, documents and evidence that it may request in connection with the same.
- (d) Each Chargor shall comply with any notice served on it from any member of the Group pursuant to Part 21A of the Companies Act 2006 (including any timeframe specified in such notice) in respect of which it holds shares charged pursuant to this Debenture.

## **5 Rights of Chargors**

Notwithstanding anything to the contrary set out in this Debenture, until the occurrence of a Declared Default which is continuing (or such later date as provided by this Debenture), each Chargor shall continue to:

- (a) have the sole right (i) to deal with, operate and transact business in relation to any Charged Property (including making any disposal of or in relation thereto) and all contractual counterparties in respect thereof, and (ii) to amend, waive, terminate or allow to lapse (including agreeing to surrender or terminate any lease) any rights, benefits and/or obligations in respect of such Charged Property (including the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for any Shares), in each case without reference to any Secured Party, other than to the extent agreed to be restricted pursuant to the Loan Documents (save where the Required Creditor Consent has been obtained); and
- (b) have the sole right to operate and transact business in relation to any Charged Property, in each case other than to the extent agreed to be restricted pursuant to the Loan Documents (save where the Required Creditor Consent has been obtained).

## **6 Continuing Security**

### **6.1 Continuing Security**

This Security constituted by this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations notwithstanding any intermediate payment, discharge, satisfaction or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

### **6.2 Other Security**

This Security constituted by this Debenture is to be cumulative, in addition to and independent of, and shall neither be merged into nor in any way exclude or prejudice or be affected by, any other Security or other right which the Collateral Agent and/or any other Secured Party may now or after the date of this Debenture or the date of a Security Accession Deed hold for any of the Secured Obligations and this Security may be enforced against each Chargor without first having recourse to any other rights of the Collateral Agent or any other Secured Party.

### 6.3 Negative Pledge

Each Chargor undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of its Charged Property except for the creation of Security or other transactions not prohibited under the Loan Documents or in respect of which Required Creditor Consent has been obtained.

## 7 Enforcement of Security

### 7.1 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due, in respect of the Initial Chargors, on the date of this Debenture, and, in respect of other Chargors, on the date of execution of the Security Accession Deed (the "**Relevant Date**"). The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall arise on the Relevant Date and shall be immediately exercisable at any time after a Declared Default has occurred and is continuing when the Collateral Agent may, without notice to the relevant Chargor or prior authorisation from any court, in its absolute discretion, but at all times in accordance with the terms of the Loan Documents, enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property.

### 7.2 Statutory Powers

The powers conferred on mortgagees or receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Debenture, those contained in this Debenture shall prevail.

### 7.3 Powers of Leasing

Following the occurrence of a Declared Default which is continuing, the Collateral Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

### 7.4 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture, and all or any of the rights and powers conferred by this Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Collateral Agent without further notice to any Chargor at any time after a Declared Default has occurred and is continuing, irrespective of whether the Collateral Agent has taken possession or appointed a Receiver of the Charged Property.

### 7.5 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the Security constituted by this Debenture.

## 7.6 Right of Appropriation

- (a) To the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of the Chargors 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 Collateral Agent shall upon giving prior written notice to the relevant Chargor at any time following the occurrence of a Declared Default which is continuing have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of Shares, the market price of such Shares determined by the Collateral Agent (acting reasonably) by reference to a public index or by a fair valuation opinion provided by an independent reputable, internationally recognised third party firm of professional advisors and (b) in the case of any other asset, the market value of such financial collateral as determined by the Collateral Agent (acting reasonably), including by way of an 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.
- (b) Where the Collateral Agent exercises its rights of appropriation and the value of the financial collateral appropriated in accordance with this Clause 7.6 differs from the amount of the Secured Obligations, either (i) the Collateral Agent must account to the relevant Chargor promptly upon the determination of such value for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations, or (ii) the relevant Chargor will remain liable to the Secured Parties for any amount by which the value of the appropriate financial collateral is less than the Secured Obligations.

## 8 Receivers

### 8.1 Appointment of Receiver or Administrator

- (a) Subject to paragraph (c) below, at any time after a Declared Default has occurred and is continuing, or if so requested by the relevant Chargor, the Collateral Agent may by writing under hand signed by any officer or manager of the Collateral Agent, appoint:
  - (i) any person (or persons) to be a Receiver of all 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 to be an administrator of the relevant Chargor.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Debenture.
- (c) At any time after a Declared Default has occurred and is continuing, the Collateral Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.

## 8.2 Powers of Receiver

Every Receiver shall (subject to any restrictions in the instrument appointing them but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of any Chargor which, when got in, would be 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 that Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and 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 or omit to do anything which the relevant Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant 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 all rights, powers and remedies of the Collateral Agent under this Debenture (including realisation of all or any part of the Charged Property) or (iii) bringing to his hands any assets of the relevant Chargor forming part of, or which when obtained would be, Charged Property.

## 8.3 Receiver as Agent

Each Receiver appointed under this Debenture shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Collateral Agent will not be responsible for any misconduct, negligence or default of a Receiver.

## 8.4 Removal of Receiver

The Collateral Agent may by prior written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receiver) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

## 8.5 Remuneration of Receiver

The Collateral Agent may from time to time fix the remuneration of any Receiver appointed by it without being limited by the maximum rate specified in s.109(6) of the Law of Property Act 1925.

## 8.6 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Debenture (unless the document appointing such Receiver states otherwise).

# 9 Application of Proceeds

## 9.1 Order of Application

All moneys received or recovered by the Collateral Agent or any Receiver pursuant to this Debenture shall (subject to the claims of any person having prior rights thereto) be applied in the

order and manner specified by the Intercreditor Agreements (once executed and, prior to such execution, the other Loan Documents) notwithstanding any purported appropriation by any Chargor.

9.2 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Debenture.

9.3 Application against Secured Obligations

Subject to Clause 9.1 (*Order of Application*) above, any moneys or other value received or realised by the Collateral Agent from a Chargor or a Receiver under this Debenture may be applied by the Collateral Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Collateral Agent may determine.

**10 Protection of Collateral Agent and Receiver**

10.1 No Liability

Neither the Collateral Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his fraud, gross negligence or wilful misconduct.

10.2 Insurance Proceeds

If a Declared Default has occurred and is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Collateral Agent (or, if not paid by the insurers directly to the Collateral Agent, shall be held on trust for (or to the extent not applicable under the relevant law, for and on behalf of) the Collateral Agent) and shall, at the option of the Collateral Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost or in reduction of the Secured Obligations.

10.3 Possession of Charged Property

Without prejudice to Clause 10.1 (*No Liability*) above, if the Collateral Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as 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 neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable and may at any time at its discretion go out of such possession.

10.4 Delegation

Without prejudice to the rights to and limitations or delegation by the Collateral Agent permitted under the Loan Documents, following a Declared Default which is continuing and subject to the terms of the Loan Documents, the Collateral Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Debenture to any person or persons upon such terms and conditions (including the power to sub delegate) as it may reasonably and in good faith think fit and the Collateral Agent may, subject to the terms of the Loan Documents, pass confidential information to any such delegate. The Collateral Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

## 10.5 Cumulative Powers

The powers which this Debenture confers on the Collateral Agent, the other Secured Parties and any Receiver appointed under this Debenture are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Collateral Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Collateral Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

## 11 Power of Attorney

Each Chargor, by way of security, on the date of this Debenture (or, as the case may be, the date of its execution of a Security Accession Deed), irrevocably and severally appoints the Collateral Agent, each Receiver and any person nominated for the purpose by the Collateral Agent or any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time after the occurrence of a Declared Default which is continuing to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which is expressly required to execute and do under the terms of this Debenture, and which it has not done within a reasonable period of time or which may be required to enable the exercise of any rights or powers conferred on the Collateral Agent or any Receiver under this Debenture or by law or otherwise for any of the purposes of this Debenture, and each Chargor covenants with the Collateral Agent and each Receiver to ratify and confirm all such acts or things made, done or executed (or purported to be made, done or executed) by that attorney.

## 12 Protection for Third Parties

### 12.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Collateral Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Collateral Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such powers; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

### 12.2 Receipt Conclusive

The receipt of the Collateral Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Collateral Agent or any Receiver.

## 13 Deferral of Chargor rights

Until such time as the Secured Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- (a) to be indemnified by any Loan Party;
- (b) to claim any contribution from any guarantor of any Loan Party's obligations under this Debenture; and/or

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 Loan Documents or of any other guarantee or Security taken pursuant to, or in connection with, this Debenture by any Secured Parties.

#### **14 Discharge Conditional**

If any settlement, discharge or release is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Debenture will continue or be reinstated as if the settlement, discharge or release had not occurred and any Security the subject of the discharge will continue or be reinstated as if that settlement, discharge or release had not occurred.

#### **15 Covenant to Release**

Once all the Secured Obligations have been irrevocably paid in full, whether or not as the result of an enforcement of the Loan Documents and the Finance Parties are under no further obligation to provide further finance accommodation to the Borrowers under the Loan Documents, the Collateral Agent shall, at the request and cost of any Chargor, promptly take any action including preparing, executing and delivering all documents and instruments (including any termination or release letter or deed), revoking any powers of attorney and performing all acts or deeds (including returning title documents, share certificates, related stock transfer forms and any other document belonging to the Chargors) which are, in each case, necessary or otherwise requested by the Chargors (acting reasonably) to release or re-assign the Charged Property from the Security constituted by this Debenture.

#### **16 Ruling Off**

If the Collateral Agent or any other Secured Party receives notice or is deemed to have received notice of any subsequent Security or other interest affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property (in each case, except not prohibited by the Loan Documents or where the Required Creditor Consent has been obtained) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice in writing to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by or on behalf of the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations as at the time the relevant notice was received or deemed to have been received.

#### **17 Redemption of Prior Charges**

The Collateral Agent may, at any time after a Declared Default has occurred and 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 the relevant Chargor. The relevant Chargor will, upon a demand made in writing to it, pay to the Collateral Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

#### **18 Changes to Parties**

##### **18.1 Assignment by the Collateral Agent**

The Collateral Agent may at any time assign or otherwise transfer all or any part of its rights and obligations under this Debenture in accordance with the Loan Documents. Subject to the terms of the Loan Documents, the Collateral Agent shall be entitled to disclose such information concerning each Chargor and this Debenture as the Collateral 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. None of the rights and obligations of any Chargor under this Debenture shall be capable of being assigned or transferred.

#### 18.2 Changes to Parties

Each Chargor authorises and agrees to changes to parties under Clause 10.07 (*Successors and Assigns*) of the Credit Agreement and authorises the Collateral Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

#### 18.3 Consent of Chargors

Each Chargor consents to other members of the Group becoming Chargors by way of execution of a Security Accession Deed and irrevocably appoints the Company as its agent for the purpose of executing any Security Accession Deed on its behalf.

### 19 Miscellaneous

#### 19.1 Certificates Conclusive

A certificate or determination of the Collateral Agent as to any amount payable under this Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.

#### 19.2 Counterparts

This Debenture may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature (including (x) any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record and (y) any facsimile, e-pencil or .pdf signature) hereto or any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping, in each case, through electronic means, shall have the same legal validity and enforceability as a manually executed signature or use of a paper based record keeping system to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Debenture.

#### 19.3 Invalidity of any Provision

If any provision of this Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

#### 19.4 Failure to Execute

Failure by one or more parties ("**Non Signatories**") to execute this Debenture on the date hereof or the date of the Security Accession Deed will not invalidate the provisions of this Debenture as between the other parties who do execute this Debenture. Such Non Signatories may execute this Debenture on a subsequent date and will thereupon become bound by its provisions.

### 20 Governing Law and Jurisdiction

#### 20.1 Governing Law

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



## 20.2 Jurisdiction

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

## 20.3 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.

In witness whereof this Debenture has been duly executed as a deed on the date first above written.

**SCHEDULE 1**  
**Initial Chargers**

<b>Name of Initial Chargor</b>	<b>Registered Number</b>	<b>Registered Address</b>
Kobalt Music Group Limited	04018752	5th Floor, Goldings House, 2 Hays Lane, London, England, SE1 2HB
Kobalt London Limited	10945372	5th Floor, Goldings House, 2 Hays Lane, London, England, SE1 2HB
AMRA London Limited	09667378	5th Floor, Goldings House, 2 Hays Lane, London, England, SE1 2HB
Ktech Services Limited	10704940	5th Floor, Goldings House, 2 Hays Lane, London, England, SE1 2HB
Kobalt Music Catalogues Limited	14136418	5th Floor, Goldings House, 2 Hays Lane, London, England, SE1 2HB
Matter Music Limited	09378044	5th Floor, Goldings House, 2 Hays Lane, London, England, SE1 2HB
Kobalt Music Publishing Limited	04089275	5th Floor, Goldings House, 2 Hays Lane, London, England, SE1 2HB
Kobalt Music Publishing Worldwide Limited	08373357	5th Floor, Goldings House, 2 Hays Lane, London, England, SE1 2HB
Kobalt Music Publishing (Italia) Limited	04672146	5th Floor, Goldings House, 2 Hays Lane, London, England, SE1 2HB
Kobalt Music Services Limited	04222590	5th Floor, Goldings House, 2 Hays Lane, London, England, SE1 2HB

**SCHEDULE 2**  
**Shares**

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class</b>
Kobalt Music Group Limited	Kobalt London Limited	127 Ordinary Shares
Kobalt London Limited	Ktech Services Limited	1 Ordinary Share
Kobalt London Limited	Kobalt Music Catalogues Limited	100 Ordinary Shares
Kobalt London Limited	Kobalt Music Publishing Limited	2 Ordinary Shares
Kobalt London Limited	Kobalt Music Publishing Worldwide Limited	100 Ordinary Shares
Kobalt London Limited	Kobalt Music Publishing (Italia) Limited	1 Ordinary Share
Kobalt London Limited	Kobalt Music Services Limited	1 Ordinary Share
Kobalt Music Catalogues Limited	Matter Music Limited	100 Ordinary Shares

**SCHEDULE 3**  
**Form of Security Accession Deed**

This Security Accession Deed is made on [●]

**Between:**

- (1) [●], a company incorporated in [England and Wales] with registered number [●] (the "**New Chargor**");
- (2) [●] for itself and as agent for and on behalf of each of the existing Chargors ("the **Company**"); and
- (3) [●] as security trustee for itself and the other Secured Parties (the "**Collateral Agent**").

**Recital:**

This deed is supplemental to a Debenture dated [●] between, amongst others, the Chargors named therein and the Collateral Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

Now this deed witnesses as follows:

**1. Interpretation**

1.1 Definitions

Terms defined in the Debenture shall have the same meanings when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

1.3 [Limited recourse

Notwithstanding any other provision of this deed, the Debenture or any other Loan Document, it is expressly agreed and understood that:

- (a) the recourse of any Secured Party to the New Chargor under this Debenture shall at all times be limited to the New Chargor's Charged Property and to the proceeds of sale or other realisation thereof and, subject to the foregoing, the Secured Parties shall not have recourse to the New Chargor generally or to any other assets of the New Chargor; and
- (b) the New Chargor's liability to the Secured Parties pursuant to or otherwise in connection with this deed or the Debenture shall be (A) limited in aggregate to an amount equal to that recovered as a result of enforcement of this Debenture with respect to the New Chargor's Charged Property; and (B) satisfied only from the proceeds of sale or other disposal or realisation of the New Chargor's Charged Property pursuant to this deed or the Debenture.]<sup>1</sup>

**2. Accession of New Chargor**

2.1 Accession

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<sup>1</sup> **Note:** To include in respect of Third Party Security Providers.

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor, in each case in respect of those of its assets specified herein.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Loan Documents, the New Chargor covenants, as primary obligor and not only as surety, with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Collateral Agent).

2.3 [Fixed Security

Subject to Clause 3.4 (*Excluded Assets*) of the Debenture, the New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest, by way of first fixed charge all of its Shares and all corresponding Related Rights; and]

2.4 [Floating Charge

Subject to Clause 3.4 (*Excluded Assets*) of the Debenture, as further continuing security for the full payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights [not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*) above]]<sup>2</sup>.

**3. Consent of Existing Chargors**

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

**4. Construction of Debenture**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed.

**5. Governing Law and Jurisdiction**

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed and delivered on the date first above written.

*[The rest of this page has been deliberately left blank.]*

---

<sup>2</sup> **Note:** To include to the extent floating charge security will be granted by the New Chargor.

**Schedule to Security Accession Deed: Shares**

<b>Name of Chargor which holds the shares</b>	<b>Name of Material Subsidiary issuing shares</b>	<b>Number and class</b>
[●]	[●]	[●]

## SIGNATORIES TO SECURITY ACCESSION DEED

### The New Chargor

**EXECUTED** as a **DEED** by )  
[*Name of New Chargor*] )  
acting by )

\_\_\_\_\_  
as Director

Name:

\_\_\_\_\_  
[Witness]

Name:

Address:

Occupation:

### The Company

**EXECUTED** as a **DEED** by )  
[*Name of the Company*] )  
acting by )

\_\_\_\_\_  
as Director

Name:

\_\_\_\_\_  
Witness

Name:

Address:

Occupation:

### The Collateral Agent

**SIGNED** by )  
[*Name of Collateral Agent*] )  
acting by: )

\_\_\_\_\_  
as Authorised Signatory

Name:

**SCHEDULE 4**  
**Form of Counterparty Notice**

To: [insert name and address of counterparty]

Dated: [●]

**Re: [here identify the relevant Assigned Agreement] (the “Agreement”)**

We notify you that, [insert name of Chargor] (the “**Chargor**”) has assigned to [insert name of Collateral Agent] (the “**Collateral Agent**”) for the benefit of itself and certain other banks and financial institutions (the “**Secured Parties**”) all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a Debenture dated [●] (the “**Debenture**”).

We further notify you that:

1. Prior to receipt by you of notice in writing from the Collateral Agent specifying that a Declared Default (as defined in the Debenture) has occurred and is continuing, the Chargor will continue to have the sole right to deal with you in relation to the Agreement (including any amendment, waiver, claim thereunder or termination thereof).
2. Following receipt by you of notice in writing from the Collateral Agent specifying that a Declared Default has occurred and is continuing (but not at any other time), the Chargor irrevocably authorises you:
  - (a) to pay all monies to which the Chargor is entitled under the Agreement direct to the Collateral Agent (or as it may direct), and not to the Chargor, promptly following receipt of written instructions from the Collateral Agent to that effect;
  - (b) to disclose to the Collateral Agent any information relating to the Agreement which the Collateral Agent may from time to time request in writing; and
  - (c) otherwise to deal only with the Collateral Agent in relation to the Agreement.
3. The provisions of this notice may only be revoked or varied with the prior written consent of the Collateral Agent and the Chargor.
4. Please sign and return the enclosed copy of this notice to the Collateral Agent (with a copy to the Chargor) by way of confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) you have not previously received notice (other than any notices which were subsequently irrevocably withdrawn) that the Chargor has assigned its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and
  - (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set off, counter claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of



**[Insert name of Chargor]**

[On acknowledgement copy]

To: *[Insert name and address of Collateral Agent]*

Copy to: *[Insert name address of Chargor]*

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 4(a) to (c) above.

\_\_\_\_\_  
for and on behalf of

**[Insert name of Counterparty]**

Dated: [●]

**SIGNATORIES TO DEED**

**THE INITIAL CHARGORS**

**EXECUTED and DELIVERED** as a **DEED**

For and on behalf of  
**KOBALT MUSIC GROUP LIMITED**

By: Laurent Hubert

Title: Director

By: Willard Ahdriz

Title: Director

**EXECUTED and DELIVERED** as a **DEED**

For and on behalf of  
**KOBALT LONDON LIMITED**

By: Catrin Drabble

Title: Director

By: Laurent Hubert

Title: Director

**EXECUTED and DELIVERED** as a **DEED**

For and on behalf of  
**AMRA LONDON LIMITED**

By: Catrin Drabble

Title: Director

By: Tomas Ericsson

Title: Director

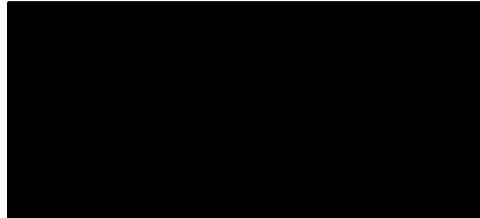
**SIGNATORIES TO DEED**

**THE INITIAL CHARGORS**

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC GROUP LIMITED**  
By: Laurent Hubert

*Title:* Director



By: Willard Ahdritz

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT LONDON LIMITED**  
By: Catrin Drabble

*Title:* Director

\_\_\_\_\_  
By: Laurent Hubert

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**AMRA LONDON LIMITED**  
By: Catrin Drabble

*Title:* Director

\_\_\_\_\_  
By: Tomas Ericsson

*Title:* Director

**SIGNATORIES TO DEED**

**THE INITIAL CHARGORS**

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC GROUP LIMITED**  
By: Laurent Hubert

*Title:* Director

\_\_\_\_\_  
By: Willard Ahdriz

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT LONDON LIMITED**  
By: Catrin Drabble

*Title:* Director

\_\_\_\_\_  
By: Laurent Hubert

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**AMRA LONDON LIMITED**  
By: Catrin Drabble

*Title:* Director

\_\_\_\_\_  
By: Tomas Ericsson

*Title:* Director

**SIGNATORIES TO DEED**

**THE INITIAL CHARGORS**

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC GROUP LIMITED**  
By: Laurent Hubert  
Title: Director

\_\_\_\_\_  
By: Willard Ahdritz  
Title: Director

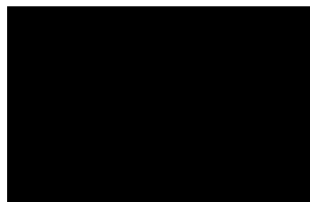
**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT LONDON LIMITED**  
By: Catrin Drabble  
Title: Director


\_\_\_\_\_  
By: Laurent Hubert  
Title: Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**AMRA LONDON LIMITED**  
By: Catrin Drabble  
Title: Director

\_\_\_\_\_  
  
By: Tomas Ericsson  
Title: Director

**EXECUTED and DELIVERED as a DEED**


  
For and on behalf of  
**KTECH SERVICES LIMITED**  
By: Catrin Drabble

*Title: Director*

\_\_\_\_\_  
By: Nuno Guerreiro

*Title: Director*

**EXECUTED and DELIVERED as a DEED**


  
For and on behalf of  
**KOBALT MUSIC CATALOGUES LIMITED**  
By: Catrin Drabble

*Title: Director*

\_\_\_\_\_  
By: James Arnay

*Title: Director*

**EXECUTED and DELIVERED as a DEED**

  
For and on behalf of  
**MATTER MUSIC LIMITED**  
By: Catrin Drabble

*Title: Director*

\_\_\_\_\_  
By: Philip Thirlway

*Title: Director*

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KTECH SERVICES LIMITED**  
By: Catrin Drabble

*Title:* Director



\_\_\_\_\_  
*By:* Nuno Guerreiro

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC CATALOGUES LIMITED**  
By: Catrin Drabble

*Title:* Director

\_\_\_\_\_  
*By:* James Arnay

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**MATTER MUSIC LIMITED**  
By: Catrin Drabble

*Title:* Director

\_\_\_\_\_  
*By:* Philip Thirlway

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KTECH SERVICES LIMITED**  
By: Catrin Drabble

Title: Director

\_\_\_\_\_

By: James Arnay

Title: Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC CATALOGUES LIMITED**  
By: Catrin Drabble

Title: Director

\_\_\_\_\_

By: James Arnay

Title: Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**MATTER MUSIC LIMITED**  
By: Catrin Drabble

Title: Director

\_\_\_\_\_

By: Philip Thirlway

Title: Director



**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KTECH SERVICES LIMITED**  
By: Catrin Drabble

*Title:* Director

\_\_\_\_\_  
By: Nuno Guerreiro

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC CATALOGUES LIMITED**  
By: Catrin Drabble

*Title:* Director

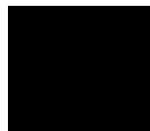
\_\_\_\_\_  
By: James Arnay

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**MATTER MUSIC LIMITED**  
By: Catrin Drabble

*Title:* Director



\_\_\_\_\_  
By: Philip Thirlway

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC PUBLISHING LIMITED**  
By: Catrin Drabble

*Title: Director*

\_\_\_\_\_  
By: James Arnay

*Title: Director*

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC PUBLISHING  
WORLDWIDE LIMITED**  
By: Catrin Drabble

*Title: Director*

\_\_\_\_\_  
By: James Arnay

*Title: Director*

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC PUBLISHING (ITALIA)  
LIMITED**  
By: Catrin Drabble

*Title: Director*

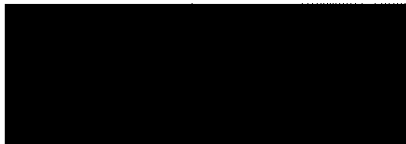
\_\_\_\_\_  
By: James Arnay

*Title: Director*

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC PUBLISHING LIMITED**  
By: Catrin Drabble

*Title:* Director



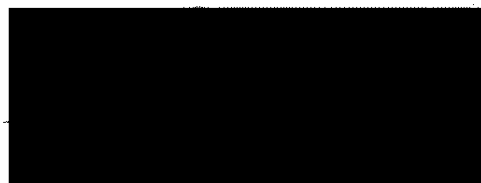
By: James Arnay

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC PUBLISHING  
WORLDWIDE LIMITED**  
By: Catrin Drabble

*Title:* Director



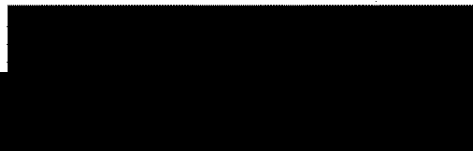
By: James Arnay

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC PUBLISHING (ITALIA)  
LIMITED**  
By: Catrin Drabble

*Title:* Director



By: James Arnay

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

  
For and on behalf of  
**KOBALT MUSIC SERVICES LIMITED**  
By: Catrin Drabble

*Title:* Director

\_\_\_\_\_  
*By:* James Arnay

*Title:* Director

**EXECUTED and DELIVERED as a DEED**

\_\_\_\_\_  
For and on behalf of  
**KOBALT MUSIC SERVICES LIMITED**

*By:* Catrin Drabble

*Title:* Director



*By:* James Arney

*Title:* Director

**THE COLLATERAL AGENT**

**SIGNED** by  
**TRUIST BANK**  
acting by

)  
)  
)





as Authorised Signatory

Name: Patrick Wiggins

**SCHEDULE 5**  
**Registered Intellectual Property Schedule**

**Part 1 – Trade marks**

<u>OWNER</u>	<u>MARK</u>	<u>JURISDICTION</u>	<u>STATUS</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
KOBALT LONDON	K K 	UNITED KINGDOM	REGISTERED	3891440	21-MAR-2023
LIMITED	KOBALT	UNITED KINGDOM	REGISTERED	3425472	02-SEP-2019
KOBALT LONDON LIMITED	AMRA	UNITED KINGDOM	REGISTERED	UK00914950893	22-DEC-2015
AMRA LONDON LIMITED	DESIGN ONLY 	UNITED KINGDOM	REGISTERED	UK00914950927	22-DEC-2015
AMRA LONDON LIMITED	KORE	UNITED KINGDOM	REGISTERED	UK00913491865	24-NOV-2014
KTECH SERVICES LIMITED	PROCLAIM	UNITED KINGDOM	REGISTERED	UK00912962668	11-JUN-2014
KTECH SERVICES LIMITED	K	UNITED KINGDOM	REGISTERED	UK00903549474	17-NOV-2003
KOBALT LONDON LIMITED	KOBALT	UNITED KINGDOM	REGISTERED	UK00903548393	14-NOV-2003

**Part 2 – US Copyright Registrations**

<u>OWNER</u>	<u>TITLE</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
KOBALT MUSIC SERVICES LIMITED	THE MOTTO.	002341290	11-MAR-2022
KOBALT MUSIC SERVICES LIMITED	WAVES OF BLUE.	002305254	22-JUN-2021
KOBALT MUSIC SERVICES LIMITED	DEAD IN THE WATER.	002271574	24-NOV-2020
KOBALT MUSIC SERVICES LIMITED	MEXICO.	002290721	15-MAR-2021

KOBALT LIMITED	MUSIC	SERVICES	SHISHA.	002149072	16-OCT-2018
KOBALT LIMITED	MUSIC	SERVICES	THINKING OF YOU.	002117579	29-MAR-2018
KOBALT LIMITED	MUSIC	SERVICES	OUT OF OUR MINDS.	002117578	29-MAR-2018
KOBALT LIMITED	MUSIC	SERVICES	THOSE DAYS ARE GONE.	002117577	29-MAR-2018
KOBALT LIMITED	MUSIC	SERVICES	ONE OF A KIND.	002117573	29-MAR-2018
KOBALT LIMITED	MUSIC	SERVICES	NEW YORK.	002117567	29-MAR-2018
KOBALT LIMITED	MUSIC	SERVICES	KIDS WITH COMPUTERS.	002117562	29-MAR-2018
KOBALT LIMITED	MUSIC	SERVICES	I WILL BREAK YOUR HEART.	002117559	29-MAR-2018
KOBALT LIMITED	MUSIC	SERVICES	NIGHT DRIVER.	002117556	29-MAR-2018
KOBALT LIMITED	MUSIC	SERVICES	WITHOUT IT.	002117554	29-MAR-2018
KOBALT LIMITED	MUSIC	SERVICES	LOVE MY LIFE.	002091325	05-JAN-2017
KOBALT LIMITED	MUSIC	SERVICES	ON WHAT YOU'RE ON.	002117587	29-MAR-2018
KOBALT LIMITED	MUSIC	SERVICES	LORD INTENDED.	002073974	20-FEB-2017
KOBALT LIMITED	MUSIC	SERVICES	TROUBLE.	002072814	17-MAR-2017
KOBALT LIMITED	MUSIC	SERVICES	TO WRITE LOVE ON HER ARMS (SCORE)	002016796	19-FEB-2016
KOBALT LIMITED	MUSIC	SERVICES	NASTY FEAT. BIG FREEDIA.	001772789	11-JAN-2012
KOBALT LIMITED	MUSIC	SERVICES	RACE RIOT.	001772787	11-JAN-2012
KOBALT LIMITED	MUSIC	SERVICES	COOL SHIT.	001772673	11-JAN-2012
KOBALT LIMITED	MUSIC	SERVICES	CAR SONG.	003573089	24-AUG-2011



### Part 3 – Patents

<b><u>OWNER</u></b>	<b><u>TITLE</u></b>	<b><u>JURISDICTION</u></b>	<b><u>STATUS</u></b>	<b><u>REGISTRATION NO.</u></b>	<b><u>REGISTRATION DATE</u></b>
KTECH SERVICES LIMITED	CONTROL OF THE GENERATION AND DISPLAY OF ROYALTY ADMINISTRATION AND RIGHTS MANAGEMENT DATA BASED ON THE USER'S RIGHTS OF ACCESS	UNITED STATES	REGISTERED	10319040	11-JUN-2023
KTECH SERVICES LIMITED	ANALYSIS AND DISPLAY OF A PRECIS OF GLOBAL LICENSING ACTIVITIES	UNITED STATES	REGISTERED	3425472	10-MAY-2019
KTECH SERVICES LIMITED	DISPLAY SCREEN WITH A GRAPHICAL USER INTERFACE	UNITED STATES	REGISTERED	9336360	06-DEC-2016
KTECH SERVICES LIMITED	DISPLAY SCREEN WITH A GRAPHICAL USER INTERFACE	UNITED STATES	REGISTERED	D773492	06-DEC-2016
KTECH SERVICES LIMITED	DISPLAY SCREEN WITH A GRAPHICAL USER INTERFACE	UNITED STATES	REGISTERED	D773491	06-DEC-2016
KTECH SERVICES LIMITED	CONTROL OF THE GENERATION AND DISPLAY OF ROYALTY ADMINISTRATION AND RIGHTS MANAGEMENT DATA BASED ON THE USER'S RIGHTS OF ACCESS	UNITED STATES	REGISTERED	D773490	06-DEC-2016