



Registration of a Charge

Company name: **DCMUK GSS LIMITED**

Company number: **04998819**



X98TI3QZ

Received for Electronic Filing: **08/07/2020**

Details of Charge

Date of creation: **24/06/2020**

Charge code: **0499 8819 0002**

Persons entitled: **TRUIST BANK (AS SUCCESSOR BY MERGER TO SUNTRUST BANK) (AS ADMINISTRATIVE AGENT)**

Brief description: **1.SONG TITLE: "1975" – WRITER(S): GEORGE DANIEL, MATTHEW HEALY, ROSS MACDONALD, ADAM HANN 2.SONG TITLE: "12" – WRITER(S): GEORGE DANIEL, MATTHEW HEALY, ROSS MACDONALD, ADAM HANN. PLEASE SEE SCHEDULE 3 (INTELLECTUAL PROPERTY) FOR FULL LIST OF IP.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO 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: **GREENBERG TRAURIG, LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4998819

Charge code: 0499 8819 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2020 and created by DCMUK GSS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2020 .

Given at Companies House, Cardiff on 9th July 2020

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**

DATED 24 June 2020

DCMUK GSS LIMITED

AND

TRUIST BANK

(as successor by merger to SunTrust
Bank)

DEBENTURE

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THIS DEED is dated **24 June** 2020 and made between:

- (1) **DCMUK GSS LIMITED** (formerly Good Soldier Songs Limited), a company with limited liability and registered in England and Wales (company number 04998819) whose registered office is at 7 Bell Yard, London, England, WC2A 2JR (the "**Chargor**"); and
- (2) **TRUIST BANK** (as successor by merger to SunTrust Bank), 303 Peachtree Street, N.E. / 25th Floor, Atlanta, Georgia 30308, in its capacity as administrative agent and as security trustee for and on behalf of itself and the other Secured Parties (the "**Administrative Agent**").

BACKGROUND

- (A) Pursuant to the Facility Agreement (as defined below), the Lenders have agreed to provide the Borrowers with loan facilities on the terms of the Facility Agreement.
- (B) Pursuant to the Guaranty and Security Agreement (as defined below), and to which the Chargor shall accede pursuant to an Assumption Agreement dated on or about the date of this Deed, the Chargor shall agree to guarantee the obligations of the Loan Parties on the terms of the Guaranty and Security Agreement.
- (C) The Administrative Agent holds the benefit of this Deed, including the security created and the rights granted hereunder to the Administrative Agent, on trust for the Secured Parties on the terms set out in this Deed.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

THIS DEED WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed, except where a different interpretation is necessary in the context, the words and expressions set out below shall have the following meanings:

"Accounts" means each of the accounts listed in schedule 1 as the same may be redesignated, substituted or replaced from time to time, and any other bank account of the Chargor from time to time together with all Related Rights.

"Account Bank" means any bank with which any Account is maintained or opened.

"Acknowledgement" means a duly completed acknowledgement of assignment or acknowledgement of charge set out in part 2, schedule 6 or as the case may be part 2, schedule 8.

"Administrator" means any administrator appointed to manage the affairs, business and property of the Chargor under this Deed.

"Assigned Agreements" means all contracts, including the agreements set out in schedule 2, together with all Related Rights, the rights under which are assigned by clause 3.2.3.

"Assigned Assets" means all of the assets assigned or purported to be assigned under clause 3.2.

"Assumption Agreement" means the New York law governed assumption agreement dated on or about the date of this Deed between the Chargor and the Administrative Agent pursuant to which the Chargor shall accede to the Guaranty and Security Agreement.

"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 the Chargor and the benefit of all security, guarantees indemnities and other rights of any kind enjoyed or held by the Chargor in relation to any of them together with all Related Rights. In relation to the Chargor, **"its Book Debts"** means all Book Debts in which it has any rights.

"Borrowers" has the meaning provided for such term in the Facility Agreement.

"Charged Property" means all the assets, property and undertaking for the time being subject to the security created by this Deed. Any reference to one or more of the Charged Property includes all or any part of it or each of them.

"Company" means any company whose share capital includes or comprises Investments or which has issued any Investments.

"Dispute" has the meaning given to it in clause 32.1.

"Enforcement Event" means the occurrence of an Event of Default that is continuing.

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions and all Related Rights. In relation to the Chargor, **"its Equipment"** means all Equipment in which it has any rights.

"Facility Agreement" means the amended and restated revolving credit and term loan agreement dated 10 August 2018, made between, the Borrowers, the Administrative Agent, and the Lenders amending and restating the revolving credit and term loan agreement dated 22 November 2016 made between, among others, the Borrowers (as defined therein) and the Administrative Agent.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended by the Financial Markets and Insolvency (Settlement Finality and Financial Collateral Arrangements) (Amendment) Regulations 2010, and as further amended from time to time.

"Grantor" has the meaning given to it in the Guaranty and Security Agreement.

"Guarantor" means each of the Subsidiary Loan Parties.

"Guaranty and Security Agreement" means the amended and restated guaranty and security agreement dated 10 August 2018, made between, the Borrowers, the Grantors, and the Administrative Agent amending and restating the guaranty and security agreement dated 22 November 2016 made between, among others, the Borrowers (as defined therein) and the Administrative Agent.

"IA" means the Insolvency Act 1986.

"Insolvency" of a person includes the dissolution, bankruptcy, insolvency, winding-up, liquidation, administration, examination, amalgamation, reconstruction, reorganisation, arrangement, adjustment, administrative or other receivership or dissolution of that person, the official management of all of its revenues or other assets or the seeking of protection or relief of debtors and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction.

"Instrument" means any document (including any form of writing) under which any obligation is evidenced or undertaken or any Lien (or right in any Lien) is granted or perfected or purported to be granted or perfected.

"Insurance Policies" means all contracts, policies of insurance and cover notes of any kind now or in the future taken out by or on behalf of the Chargor or (to the extent of its interest) in which it now or in the future has an interest and all Related Rights. In relation to the Chargor, **"its Insurance Policies"** means all Insurance Policies in which it has any rights (including as loss payee or additional insured).

"Insurance Proceeds" means any monies which may from time to time be payable to or received by the Chargor (whether as an insured party, beneficiary or as loss payee) under any Insurance Policy and the proceeds of all claims made by the Chargor under any Insurance Policy.

"Intellectual Property" means all intellectual property, including the intellectual property comprised in the compositions and works listed next to the name of the Chargor in schedule 3, together with all present or future patents, trade marks, service marks, trade names, domain names, designs, copyrights, moral rights, inventions, topographical or similar rights, rights in databases, trade secrets, confidential information and know-how, and any interest in any of these rights, whether or not registered or registrable, including all applications and rights to apply for registration and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world, and all fees, royalties and other rights derived from, or incidental to, these rights together with all Related Rights. In relation to the Chargor, **"its Intellectual Property"** means all Intellectual Property in which it has any rights.

"Inventory" means any and all inventory and other stocks in all of its forms, wherever located, now or hereafter existing and whether acquired by purchase, merger or otherwise and all raw materials and work-in-progress, all finished goods thereof and all materials used or consumed in their manufacture, in each case, determined in accordance with GAAP, owned by the Chargor.

"Investment" means:

- (a) any present and future stocks, shares (including the Specified Investments), disbursements, securities, certificates of deposit, commercial papers, and other securities and investments of any kind;
- (b) all interests in collective investment schemes;
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b); and
- (d) all Related Rights in each case whether held directly by or by any agent, nominees, fiduciary or clearance system on its behalf and in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

"Lease" means any lease, tenancy, licence, sub-lease or other occupational right.

"Lenders" means the several banks and other financial institutions and lenders from time to time party to the Facility Agreement and any Loan Documents.

"Lien" shall mean any mortgage, pledge, security interest, lien (statutory or otherwise), charge, encumbrance, hypothecation, assignment, deposit arrangement, or other arrangement having

the practical effect of any of the foregoing or any preference, priority or other security agreement (including any conditional sale or other title retention agreement and any capital lease having the same economic effect as any of the foregoing).

"Loan Parties" means the Borrowers and the Subsidiary Loan Parties.

"Losses" means all losses (including loss of profit), claims, demands, actions, proceedings, damages and other payments, costs, charges, expenses and other liabilities of any kind.

"LPA" means the Law of Property Act 1925.

"Notice of Assignment" means a notice of assignment in or substantially in the form set out in schedule 6 or in schedule 7.

"Notice of Charge" means a notice of charge in or substantially in the form set out in schedule 8;

"Party" means a party to this Deed.

"Receiver" means a receiver, receiver and manager or administrative receiver of any or all of the Charged Property appointed by the Administrative Agent under this Deed 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 in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, contract of insurance, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) any monies and proceeds paid or payable in respect of that asset; and
- (e) in relation to any Investment, any right against any clearance system and any rights against any institution or under any agreement.

"Restrictions Notice" means a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

"Secured Obligations" means the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of:

- (a) all amounts owing by the Loan Parties to the Administrative Agent, the Issuing Bank, any Lender (including the Swingline Lender) or the Sole Lead Arranger pursuant to or in connection with the Facility Agreement or any other Loan Document or otherwise with respect to any Loan or Letter of Credit including, without limitation, all principal, interest (including any interest accruing after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding relating to the Borrowers, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), reimbursement obligations, fees, expenses, indemnification and reimbursement payments, costs and expenses (including all reasonable fees and expenses of counsel to the Administrative Agent, the Issuing Bank and any Lender (including the Swingline Lender) incurred pursuant to this Agreement or any other Loan

Document), whether direct or indirect, absolute or contingent, liquidated or unliquidated, now existing or hereafter arising hereunder or thereunder;

- (b) all Hedging Obligations owed by any Loan Party to any Lender-Related Hedge Provider; and
- (c) all Bank Product Obligations, together with all renewals, extensions, modifications or refinancings of any of the foregoing; provided, however, that with respect to any Guarantor, the Secured Obligations shall not include any Excluded Swap Obligations.

"Secured Party" has the meaning given to it in the Facility Agreement together with any Receiver.

"Security Period" means the period starting on the date of this Deed and ending on:

- (a) the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) the date that all of the Lenders have ceased to have any commitment, obligation or other liability (whether actual or contingent) to make any credit or provide any other financial accommodation to any Loan Party under any Loan Document,

such date being the **"Discharge Date"**.

"Specified Investments" means the shares identified in Schedule 4 (if any) and all other shares in the issuing companies named in Schedule 4 now or in the future legally and/or beneficially owned by the Chargor and/or any nominee on its behalf.

"Subsidiary" means, with respect to any person (the **"parent"**) at any date, any corporation, partnership, joint venture, limited liability company, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, partnership, joint venture, limited liability company, association or other entity (i) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (ii) that is, as of such date, otherwise controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent. Unless otherwise indicated, all references to **"Subsidiary"** hereunder means a Subsidiary of the Chargor.

"Subsidiary Loan Party" means any Subsidiary of any of the Borrowers that executes or becomes a party to the Guaranty and Security Agreement.

"Trustee Acts" has the meaning given to it in clause 8.2.

"VAT" means the value added tax provided for in the Value Added Tax Act 1994 and any other tax of a similar nature in any applicable jurisdiction.

"Warning Notice" means a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2 Construction

- 1.2.1 Terms defined in the Facility Agreement but not in this Deed shall have the same meaning in this Deed as in the Facility Agreement.

1.2.2 In addition, in this Deed, any reference to:

- (a) "**assets**" includes present and future properties, undertakings, revenues, rights and benefits of every description (and any reference to a particular type or category of assets includes any present or future assets of that type or category);
- (b) an "**amendment**" includes a supplement, restatement, variation, novation or re-enactment (and "**amended**" shall be construed accordingly);
- (c) an "**authorisation**" includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- (d) **this Deed** includes the schedules which form part of this Deed for all purposes;
- (e) a "**disposal**" includes any lease, licence, transfer, sale or other disposal of any kind (with related words being construed accordingly);
- (f) any **Loan Document**, other **Instrument** or other **document** is to that Loan Document, other Instrument or other document as supplemented, otherwise amended, replaced or novated from time to time (however fundamental that amendment, novation or replacement may be, even if it involves increased, new, additional and/or replacement facilities or an increase in any other amount or rate);
- (g) one gender shall include a reference to the other genders and words in the singular shall include the plural (and vice versa);
- (h) "**including**" means "**including without limitation**" (with related words being construed accordingly), "**in particular**" means "**in particular but without limitation**" and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things;
- (i) a "**Party**" or other "**particular person**" includes its successors in title, permitted assignees and permitted transferees in accordance with their respective interests; and this Deed shall be enforceable notwithstanding any change in the constitution of the Administrative Agent, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person;
- (j) "**person**" includes any individual, firm, company or other corporation, unincorporated body of persons, government, state or any agency of a person, any association, trust or partnership (whether or not having separate legal personality) or two or more of them;
- (k) a "**right**" includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future (and any reference to rights in a particular asset or type or category of assets includes any rights in the proceeds of any disposal of that asset or any assets within that type or category);
- (l) "**regulation**" includes any regulation, rule, official directive, notice, request, code of practice, guideline, demand or decision (in each case 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;

- (m) a "**statute**" or "**statutory provision**" includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and any former statute or statutory provision which it consolidated or re-enacted before the date of this Deed;
- (n) "**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);
- (o) "**this security**" means the Lien constituted by or purported to be constituted by or pursuant to this Deed; and
- (p) an Event of Default is "**continuing**" if it has not been remedied or waived in writing.

1.2.3 The index and clause, schedule and paragraph headings are for ease of reference only and shall not affect the interpretation of this Deed.

1.2.4 If there is any inconsistency between the terms of this Deed and those of the Facility Agreement, the terms of the Facility Agreement shall prevail.

1.3 **Secured Obligations not paid if avoided**

If the Administrative Agent considers, acting reasonably, that an amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 **Incorporation of terms**

For the purposes of s2(1) Law of Property (Miscellaneous Provisions) Act 1989, the terms of any other of the Loan Documents and of any side letters between any Parties in relation to such Loan Documents are incorporated in this Deed.

1.5 **Third party rights**

Other than a Receiver and any delegate, and in relation to clause 22.1, a Secured Party, save where the contrary appears, a person who is not a Party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed. The consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.6 **Perpetuity period**

The perpetuity period applicable to all trusts declared by this Deed shall be 125 years.

1.7 **Trust**

The Administrative Agent holds the benefit of this Deed, including the security created or purported to be created and the rights granted in it to the Administrative Agent or any Secured Party, on trust for the Secured Parties on the terms set out in this Deed.

1.8 **Non-Trust Jurisdictions**

It is hereby agreed that, in relation to any jurisdictions the courts of which would not recognise or give effect to the trusts expressed to be created by this Deed, the relationship of the Secured Parties to the Administrative Agent shall be construed as one of principal and agent but, to the extent permissible under the laws of such jurisdictions, all the other provisions of this Deed shall have full force and effect between the parties.

1.9 **Qualifying floating charge**

Schedule B1, paragraph 14 IA applies to the floating charge created by this Deed and the Administrative Agent may appoint an Administrator of the Chargor pursuant to that paragraph.

2. **PAYMENT OF SECURED OBLIGATIONS**

2.1 **Covenant to pay**

The Chargor shall as a primary obligor and not merely as surety, on demand, pay to the Administrative Agent and discharge the Secured Obligations when they become due.

2.2 **Interest**

The provisions of section 2.13 (*Interest on Loans*) of the Facility Agreement shall be incorporated into this Deed, *mutatis mutandis*.

3. **GRANT OF SECURITY**

3.1 **Fixed charges**

As a continuing security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges in favour of the Administrative Agent:

3.1.1 by way of first fixed charge, all its present and future right, title and interest in:

- (a) **Licences:** any licences, guarantees, rents, deposits, contracts, covenants, warranties and all of its rights in any authorisations (statutory or otherwise) held in connection with its business or the use of any other Charged Property;
- (b) **Goodwill:** all present and future goodwill and all uncalled capital and all of its rights to future calls in respect of capital;
- (c) **Equipment:** any Equipment;
- (d) **Inventory:** any Inventory;
- (e) **Intellectual Property:** any Intellectual Property;
- (f) **Book Debts:** all of its rights in its Book Debts;
- (g) **Investments:** all Investments (including the Specified Investments);
- (h) **Insurance Policies:** all Insurance Policies and any Insurance Proceeds not otherwise assigned by clause 3.2;
- (i) **Bank accounts:** all of its rights in all monies from time to time standing to

the credit in any Account not otherwise assigned pursuant to clause 3.2 and the indebtedness represented by them; and

- (i) **Other documents:** to the extent that any of the Assigned Assets are not effectively assigned under clause 3.2 or such rights have been effectively assigned but have not been perfected by the service of the appropriate notice, by way of first fixed charge, those Assigned Assets.

3.2 **Assignments**

As a continuing security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee assigns absolutely (subject to a proviso for reassignment on redemption) to the Administrative Agent all its present and future right, title and interest in and to the benefit of:

- 3.2.1 **Accounts:** all of its rights in all monies from time to time standing to the credit of the Accounts (other than any Account held by the Administrative Agent) and the indebtedness represented by them;
- 3.2.2 **Insurance Policies:** all of its rights in its Insurance Policies, and in any Insurance Proceeds;
- 3.2.3 **Assigned Agreements:** all the Assigned Agreements and the benefit of any guarantee or Lien for the performance of the Assigned Agreements; and
- 3.2.4 **Intellectual Property:** all Intellectual Property to the extent not charged under clause 3.1.

3.3 **Non- Assignable Rights**

For the avoidance of doubt, the Chargor will remain at all times liable in respect of all of its obligations under each of the Assigned Agreements to the same extent as if this security had not been created and neither the Administrative Agent, any other Secured Party will be under any obligation or liability to the Chargor or to any other person under or in respect of any Assigned Agreements.

The Chargor declares that to the extent that any right, title, interest or benefit in or in respect of any asset described in clause 3.2 (*Assignments*) cannot be or is not effectively assigned pursuant to clause 3.2 (*Assignments*) for whatever reason, the Chargor shall:

- 3.3.1 promptly notify the Administrative Agent of the same and the reasons why such asset is not capable of assignment;
- 3.3.2 hold the benefit of the same on trust for the Administrative Agent as security for the payment and discharge of the Secured Obligations; and
- 3.3.3 take such steps as the Administrative Agent may reasonably require to remove such impediment to such assignment.

3.4 **Floating charge**

As a continuing security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges to the Administrative Agent, by way of first floating charge, all of its undertaking, property, rights and assets both present and future, including those assets not effectively mortgaged, charged or assigned under clauses 3.1 and 3.2.

3.5 **Crystallisation of the floating charge**

- 3.5.1 The floating charge created by the Chargor in clause 3.4 shall automatically and immediately (without notice) be converted into a fixed charge over all assets subject to the floating charge if the Chargor:
- (a) creates, or attempts to create, a Lien without the prior written consent of the Administrative Agent, or any trust in favour of another person over all or any part of the Charged Property other than a Permitted Encumbrance;
 - (b) a Receiver is appointed over all or any of the Charged Property that is subject to the floating charge;
 - (c) any person levies, or attempts to levy, any distress, attachment, execution or other process against all or substantially all of the Charged Property; or
 - (d) the Administrative Agent receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Chargor or if the Chargor is wound up or has an administrator appointed.
- 3.5.2 The floating charge created under this Deed may not be converted into a fixed charge solely by reason of (i) the obtaining of a moratorium or (ii) anything done with a view to obtaining a moratorium in respect of the Chargor, in each case under section 1A, schedule A1 IA.
- 3.5.3 The Administrative Agent may, in its sole discretion, at any time by written notice to the Chargor, convert the floating charge created by the Chargor in clause 3.4 into a fixed charge as regards all or any part of the Charged Property (as specified either generally or specifically in such written notice) subject to the floating charge if:
- (a) an Enforcement Event has occurred (and for so long as that Enforcement Event is continuing);
 - (b) the Administrative Agent (acting reasonably) considers that any Charged Property is in danger of being seized or sold pursuant to any form of legal process or otherwise is in jeopardy; or
 - (c) the Administrative Agent (acting reasonably) considers that it is necessary to protect the priority, value and enforceability of the security.
- 3.5.4 Nothing in this clause 3.5 shall affect the crystallisation of the floating charge created by the Chargor under applicable law and regulation.
- 3.5.5 Any notice given under clause 3.5.3 in relation to an asset shall not be construed as a waiver or abandonment of the Administrative Agent's right to give any other notice in respect of any other asset or of any other right of a Secured Party under this Deed or any other Loan Document.

3.6 **Assets acquired after crystallisation**

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this Deed which, but for such crystallisation, would be subject to a floating charge shall (unless the Administrative Agent confirms in writing to the contrary) be charged to the Administrative Agent by way of first fixed charge.

4. NOTICE OF ASSIGNMENT AND FURTHER ASSURANCE

4.1 Notice of assignment

4.1.1 The Chargor shall upon the execution of this Deed (and in respect of assets acquired hereafter, promptly upon a request from the Administrative Agent or in relation to bank accounts, promptly after opening), give notice of the assignment effected pursuant to clause 3.2 by sending a Notice of Assignment (with a copy to the Administrative Agent) in relation to the Accounts (other than any Account held by the Administrative Agent) to the Account Bank.

4.1.2 The Chargor shall, within 30 days of the date of this Deed (and in respect of assets acquired hereafter, promptly upon a request from the Administrative Agent), give notice of the assignment effected pursuant to clause 3.2 by sending a Notice of Assignment (with a copy to the Administrative Agent) in relation to each Assigned Agreement, if any, to each counterparty to such Assigned Agreement.

4.2 Notice of Charge

Where an Account is held with the Administrative Agent, the Chargor shall upon the execution of this Deed, and thereafter promptly give notice pursuant to clause 3.1.1 by sending a Notice of Charge to the Account Bank after opening the Account.

4.3 Acknowledgement

The Chargor shall use all reasonable endeavours to procure that within 28 days of the date of the relevant Notice of Assignment or Notice of Charge, the recipient thereof acknowledges the same in the form of the relevant Acknowledgement (or in such other form as the Administrative Agent shall agree).

4.4 Assigned Assets

The Administrative Agent shall not be obliged to take any steps necessary to preserve any of the Assigned Assets, or to enforce any term of the Assigned Agreement against any person, or to make any enquiries as to the nature of sufficiency of any payments received by it under that Deed.

4.5 Further assurance

The Chargor shall promptly (and shall ensure that its nominees shall), at the request of the Administrative Agent and at its own cost, do all acts and things and execute any Instrument or other documents (including any legal or other mortgages, charges or transfers) in favour of the Administrative Agent in such form as the Administrative Agent may reasonably require and otherwise do any acts and things, as the Administrative Agent reasonably requires from time to time:

4.5.1 for giving effect to, improving, perfecting (including the priority of it), preserving or protecting the Administrative Agent's security over the Charged Property created (or intended to be created) by this Deed; or

4.5.2 if an Enforcement Event has occurred (and for so long as that Enforcement Event is continuing), to facilitate the realisation or enforcement of, or exercise any of the rights and powers conferred on of the Administrative Agent or any other Secured Party or any Receiver in relation to, the security over the Charged Property created (or intended to be created) by this Deed.

The obligations of the Chargor under this clause 4.5 shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this Deed by virtue of s2 Law of Property (Miscellaneous Provisions) Act 1994 (as extended or otherwise varied by this Deed).

5. **REPRESENTATIONS AND WARRANTIES**

The Chargor makes, where applicable, each of the representations and warranties to the Administrative Agent contained in article IV (*Representation and Warranties*) of the Facility Agreement which shall be deemed to be incorporated in this Deed, *mutatis mutandis*, on the date hereof and on each date referred to in section 3.2 (*Conditions to Each Credit Event*) of the Facility Agreement.

6. **COVENANTS**

The Chargor, where applicable, covenants with the Administrative Agent that in addition to the covenants provided in schedule 5, the covenants contained in article V (*Affirmative Covenants*) and article VII (*Negative Covenants*) of the Facility Agreement will be deemed to be incorporated in this Deed, *mutatis mutandis*, including, but not limited to the negative pledge contained in section 7.2 (*Liens*) of article IV.

7. **PEOPLE WITH SIGNIFICANT CONTROL**

7.1 The Chargor covenants and agrees with the Administrative Agent that until the end of the Security Period, it shall comply with any notice served on it pursuant to Part 21A of the Companies Act 2006 and within the timeframe specified in the notice.

7.2 The Chargor represents and warrants to the Administrative Agent on the date of this Deed and on each date representations are repeated in accordance with the Facility Agreement that no Warning Notice or Restrictions Notice has been issued to the Chargor in respect of any Investments.

8. **THE ADMINISTRATIVE AGENT**

8.1 **Trust**

8.1.1 To the extent that any security is not transferred, charged or granted to the Administrative Agent on trust, the Administrative Agent declares that it shall hold the Charged Property on trust for the Secured Parties on the terms contained in this Deed and other Loan Documents to which it is a party.

8.1.2 The Administrative Agent shall only have those duties, negotiations and responsibilities expressly specified in this Deed (included in schedule 9) or in the other Loan Documents to which the Administrative Agent is expressed to be a party (and no others will be implied).

8.2 **Provisions supplemental to the provisions of the Trustee Act 1925 and the Trustee Act 2000 (the "Trustee Acts").**

Where there are any inconsistencies between the Trustee Acts and the provisions of this Deed or other Loan Documents, the provision of this Deed and those Loan Documents shall, to the extent allowed by law, prevail and, in the case of such inconsistency with the Trustee Act 2000, the provisions of the Loan Documents shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000. The Administrative Agent shall have such rights, powers, authorities and discretions as are conferred on agents by the Trustee Acts together with such rights,

powers, authorities and discretions as are reasonably incidental thereto and by way of supplement to the Trustee Acts, such rights, powers, authorities and discretions as expressly set out in the Loan Documents, including this Deed.

9. ENFORCEMENT

9.1 This security shall become immediately enforceable if an Enforcement Event occurs and is continuing.

9.2 After the security has become enforceable in accordance with clause 9.1, the Administrative Agent may in its absolute discretion enforce all or any of its rights under this Deed as it thinks fit. In particular, it may without further notice, exercise in relation to the Charged Property:

9.2.1 the power of sale and all other powers conferred on mortgagees by the LPA (or otherwise by law) or on an administrative receiver by the IA, in either case as extended or otherwise amended by this Deed;

9.2.2 to the extent that clause 10 applies, the power to appropriate the Charged Property in or towards the payment and discharge of the Secured Obligations in accordance with clause 10.2; and

9.2.3 (without first appointing a Receiver) any or all of the rights which are conferred by this Deed (whether expressly or by implication) on a Receiver, including those relating to Leases set out in clause 12.2.4.

9.3 LPA provisions

9.3.1 The Secured Obligations shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of s101 LPA immediately on the execution of this Deed.

9.3.2 s93(1) LPA and s103 LPA shall not apply to this Deed or to any exercise by the Administrative Agent of its right to consolidate mortgages or its power of sale.

9.3.3 Any powers of leasing conferred on the Administrative Agent by law are extended so as to authorise the Administrative Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Administrative Agent may think fit and without the need to comply with any restrictions conferred by law (including under s99 or s100 LPA).

9.4 Protection of third parties

9.4.1 No purchaser, mortgagee or other person dealing with a Receiver or the Administrative Agent shall be bound to enquire whether its right to exercise any of its rights has arisen or become exercisable, or be concerned as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with that Receiver or the Administrative Agent.

9.4.2 All of the protection to purchasers contained in ss104 and 107 LPA and s42(3) IA shall apply to any person purchasing from or dealing with a Receiver or the Administrative Agent as if the Secured Obligations had become due and the statutory powers of sale and the appointment of a Receiver in relation to the Charged Property had arisen on the date of this Deed.

9.5 Privileges

Each of the Administrative Agent and any Receiver is entitled to all the rights, powers privileges and immunities conferred by law (including the LPA) or mortgagees and receivers duly appointed under any law (including the LPA).

9.6 Delegation

9.6.1 The Administrative Agent and a Receiver may delegate to any person or persons all or any of the rights which are exercisable by it under this Deed. A delegation under this clause may be made in any manner (including by power of attorney) and on any terms (including power to sub-delegate) which the Administrative Agent or Receiver may think fit.

9.6.2 A delegation under clause 9.6.1 shall not preclude the subsequent exercise of those rights by the Administrative Agent or Receiver itself nor preclude the Administrative Agent or Receiver from making a subsequent delegation of them to another person or from revoking that delegation.

9.6.3 Neither the Administrative Agent nor a Receiver shall be liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any delegate or sub delegate.

9.7 No liability

None of the Administrative Agent, any Receiver, any delegate or any Administrator shall be liable as a mortgagee in possession or otherwise to account in relation to all or any part of the Charged Property for any loss on realisation or for any other action, default or omission for which it or he might be liable.

10. RIGHT OF APPROPRIATION

10.1 Application of right of appropriation

This clause 10 applies to the extent the Charged Property constitute "**financial collateral**" and this Deed constitutes a "**financial collateral arrangement**" (within the meaning of the Financial Collateral Regulations).

10.2 Exercise of right of appropriation

If and to the extent that this clause 10 applies, the Administrative Agent may appropriate the Charged Property in or towards the Secured Obligations. If the Administrative Agent exercises its right of appropriation then it shall for these purposes value:

10.2.1 any relevant bank account and the amount standing to the credit of that account, together with any accrued interest not credited to the account, at the time of the appropriation; and

10.2.2 any other relevant Charged Property by reference to an independent valuation or other procedure determined by the Administrative Agent at the time of the appropriation.

10.2.3 Valuation Reasonable

The Chargor agrees that the methods of valuation provided for in clause 10.2.2 are commercially reasonable for the purposes of the Financial Collateral Regulations.

11. DIVIDENDS AND VOTING RIGHTS

11.1 Before enforcement

If an Enforcement Event has not occurred nor is continuing, the Chargor shall:

- 11.1.1 be entitled to all dividends, interest and other monies paid on and received by it in respect of the Chargor's Investments; and
- 11.1.2 exercise all voting and other rights attached to the Chargor's Investments.

11.2 During enforcement

After the occurrence of an Enforcement Event (and for so long as that Enforcement Event is continuing):

- 11.2.1 the Administrative Agent and its nominee(s) may at the Administrative Agent's discretion (and in the name of the Chargor or otherwise), exercise all voting and other rights and powers attached to the Investments which may be exercised by a person in whose name the Investments are registered and the Chargor shall procure that its nominees shall, comply with any directions the Administrative Agent and its nominee(s) may in its absolute discretion, give concerning the exercise of those rights and powers; and
- 11.2.2 all dividends, interest and other monies or distributions paid (or to be received) in respect of the Investments and received by or on behalf of the Chargor shall be held on trust for the Administrative Agent and, if requested by the Administrative Agent, forthwith paid into an account designated by the Administrative Agent or, if received by the Administrative Agent, may be applied by the Administrative Agent as though they were the proceeds of sale.

12. APPOINTMENT OF RECEIVER

12.1 Appointment of Receiver

Without prejudice to any statutory or other powers of appointment of the Administrative Agent under the LPA as extended by this Deed or otherwise, at any time that this security is enforceable or if the Chargor so requests in writing at any time the Administrative Agent may without further notice to the Chargor do any of the following:

- 12.1.1 appoint by deed or otherwise (acting through a duly authorised officer) any one or more persons qualified to act as a Receiver to be a Receiver of all or any part of the Charged Property;
- 12.1.2 either at the time of appointment or any time after that appointment fix his or their remuneration (without being limited by the maximum rate specified in s109(6) LPA); and
- 12.1.3 (except as otherwise required by statute) remove any Receiver and appoint another or others in his or their place.

12.2 Powers of Receiver

Every Receiver shall have in relation to the Charged Property (every reference in this clause 12.2 to "**Charged Property**" being a reference only to all or any part of the Charged Property in respect of which that Receiver was appointed) the powers granted by the LPA to

any receiver appointed under it or to any mortgagor or mortgagee in possession and (whether or not the Receiver is an administrative receiver) the powers granted by the IA to any administrative receiver, all as varied and extended by this Deed. In addition, but without limiting the preceding sentence, every Receiver shall have power to do the following:

- 12.2.1 **Collection:** enter on, take possession of, collect and get in the Charged Property and collect and get in all rents and other income whether accrued before or after the date of his appointment and for those purposes make any demands and take any actions or other proceedings which may seem to him expedient;
- 12.2.2 **Compliance with Deed:** comply with and perform all or any of the acts, matters, omissions or things undertaken to be done or omitted by the Chargor under this Deed;
- 12.2.3 **Management of business:** carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Chargor or any part of it in such manner as he shall in his discretion think fit;
- 12.2.4 **Dealing with Charged Property:** sell or otherwise dispose of the Charged Property, grant Leases, licences, easements, rights or options over or in respect of them and surrender, accept the surrender or vary any Lease, agreement or arrangement relating to them or otherwise agree to any such dealing. This power may be exercised without the need to comply with s99 and s100 LPA. Any disposal or other dealing under this clause 12.2.4 may be effected in the manner and on the terms which he thinks fit, for consideration consisting of cash, Deeds or other obligations, shares or other valuable consideration and this consideration may be payable in a lump sum or by instalments spread over a period as he may think fit;
- 12.2.5 **Severance of assets:** sever from the premises to which they are annexed and sell separately (in accordance with clause 12.2.4) any plant, machinery or fixtures;
- 12.2.6 **Upkeep of Charged Property:** repair, decorate, furnish, maintain, alter, improve, replace, renew or add to the Charged Property as he shall think fit and effect, maintain, renew or increase indemnity insurance and other insurances and obtain bonds;
- 12.2.7 **Dealing with third parties:** appoint or dismiss officers, employees, contractors or other agents and employ professional advisers and others on such terms (as to remuneration and otherwise) as he may think fit;
- 12.2.8 **Agreements:** perform, repudiate, terminate, amend or enter into any arrangement or compromise any contracts or agreements which he may consider expedient;
- 12.2.9 **Proceedings:** settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes which may arise in connection with the business of the Chargor or the Charged Property and bring, prosecute, defend, enforce, compromise, submit to and discontinue any actions, suits, arbitrations or other proceedings in relation to the same;
- 12.2.10 **Uncalled capital:** make calls on the shareholders of the Chargor in respect of any of its uncalled capital;
- 12.2.11 **Rights in connection with Charged Property:** exercise or permit the Chargor or any nominee of the Chargor to exercise any rights incidental to the ownership of the Charged Property in such manner as he may think fit;

- 12.2.12 **Subsidiaries:** form a subsidiary or subsidiaries of the Chargor and transfer, lease or license to it or them or any other person the Charged Property on such terms as he may think fit;
- 12.2.13 **Assets and rights:** purchase, lease, hire or otherwise acquire any assets or rights of any description which he shall consider necessary or desirable for the carrying on, improvement or realisation of the Charged Property or the business of the Chargor or otherwise for the benefit of the Charged Property;
- 12.2.14 **Landlord and tenant powers:** exercise any rights conferred on a landlord or a tenant by any applicable law or regulation in relation to the Charged Property;
- 12.2.15 **Raising money:** in the exercise of any of the rights conferred on him by this Deed or by any Loan Document to raise and borrow money either unsecured or secured and either in priority to, *pari passu* with or subsequent to this security and generally on such terms as he may think fit;
- 12.2.16 **Receipts and discharges:** give valid receipts for all monies and execute all discharges, assurances and other documents which may be proper or desirable for realising the Charged Property and redeem, discharge or compromise any Lien whether or not having priority to the security or any part of it;
- 12.2.17 **All other acts:** execute and do all such other acts, things and documents as he may consider necessary or desirable for the realisation or preservation of the Charged Property or incidental or conducive to any of the rights conferred on or vested in him under or by virtue of this Deed or by applicable law and regulation and exercise and do in relation to the Charged Property, and at the cost of the Chargor, all the rights and things which he would be capable of exercising or doing if he were the absolute beneficial owner of the same; and
- 12.2.18 **Name of Chargor:** use the name of the Chargor or his own name to exercise all or any of the rights conferred by this Deed.

12.3 **Agent of the Chargor**

Any Receiver appointed under this Deed whether acting solely or jointly shall be deemed to be the agent of the Chargor and to be in the same position as a receiver appointed under the LPA and the Chargor shall be solely responsible for his acts, omissions, defaults, losses and misconduct and for his remuneration and the Administrative Agent shall not be in any way liable or responsible to the Chargor or to any other person for any Receiver.

12.4 **Joint appointment**

If at any time two or more persons have been appointed as Receivers of the same Charged Property, each one of those Receivers shall be entitled to exercise individually all of the rights conferred on Receivers under this Deed to the exclusion of the other or others in relation to any of the Charged Property in respect of which he has been appointed unless the Administrative Agent shall state otherwise in the document appointing him.

12.5 **Relationship with Administrative Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or implicitly) or by law on a Receiver may after this security become enforceable be exercised by the Administrative Agent in relation to the Charged Property without first appointing a Receiver or notwithstanding the appointment of a Receiver.

12.6 **Personnel**

The Administrative Agent may by writing under its hand (and to the extent it is lawfully) remove any Receiver appointed by it and may whenever it thinks fit, appoint a new Receiver in place of any Receiver whose appointment may for any reason have terminated.

13. **APPOINTMENT OF ADMINISTRATOR**

13.1 **Appointment of Administrator**

13.1.1 The Administrative Agent may without notice appoint any one or more persons to be an administrator of the Chargor pursuant to schedule B1, paragraph 14 IA at any time after this security has become enforceable.

13.1.2 Clause 13.1.1 shall not apply to the Chargor if schedule B1, paragraph 14 IA does not permit an administrator of the Chargor to be appointed.

13.1.3 Any appointment under clause 13.1.1 shall be in writing signed by a duly authorised officer of the Administrative Agent.

13.2 **Replacement of an Administrator**

The Administrative Agent may (subject to any necessary approval from the court) end the appointment of any Administrator by notice in writing signed by a duly authorised officer and appoint under clause 13.1 a replacement for any Administrator whose appointment ends for any reason.

14. **APPLICATION OF PROCEEDS**

14.1 **Order of priority**

Any monies received by the Administrative Agent or any Receiver under this Deed or under the rights conferred by this Deed shall, after the occurrence and continuance of an Enforcement Event (subject to payment of any claims having priority to this security and by way of variation of the provisions of the LPA), be applied in the following order, but without prejudice to the right of the Administrative Agent to recover any shortfall from the Chargor:

14.1.1 where applicable, in payment of all Losses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers;

14.1.2 where applicable, in payment of the Receiver's remuneration at such reasonable rate as may be agreed with the Administrative Agent;

14.1.3 in accordance with the Facility Agreement in or towards discharge of the Secured Obligations; and

14.1.4 if the Chargor is not under any further actual or contingent liability under any Loan Document, in payment of the surplus (if any) to the person or persons entitled to it.

14.2 **Insurance proceeds**

All monies received by the Chargor by virtue of any Insurance Policies on the Charged Property, whether or not effected under this Deed shall be deemed part of the Charged Property.

15. EFFECTIVENESS OF SECURITY

15.1 Continuing security

This Deed and the security constituted by this Deed shall be continuing security for the Secured Obligations, despite any settlement of account or intermediate payment or discharge in whole or in part and shall extend to the ultimate balance due at any time from the Chargor to the Secured Parties under the Loan Documents.

15.2 Additional security

This Deed and the security constituted by or pursuant to this Deed shall be cumulative in addition to every, and independent of every, and shall not be prejudiced by any, other Lien, guarantee, indemnity or suretyship which the Administrative Agent or any other Secured Party may, at any time, hold for any of the Secured Obligations. No prior Lien held by the Administrative Agent or any other Secured Party over the whole or any part of the Charged Property shall, by virtue of the entry into this Deed, merge in the security created by this Deed.

15.3 Waiver of defences

The liabilities and obligations of the Chargor under this Deed in respect of any of the Secured Obligations shall not be discharged, prejudiced or affected by any act, omission, matter or thing which, but for this clause 15.3, would reduce, release or prejudice any of its liabilities and obligations under this Deed, including (whether or not known to it or the Administrative Agent):

- 15.3.1 any time, waive or consent granted to, or composition with, any Loan Party or other person;
- 15.3.2 the release of any other Loan Party or any other person under the terms of any composition or arrangement with any creditor of any other Loan Party;
- 15.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Loan Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 15.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Loan Party or any other person;
- 15.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Loan Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Loan Document or other document or security;
- 15.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security;
- 15.3.7 any act, omission or circumstance which but for this clause 15.3, might operate to discharge, release, reliance, extinguish, impair or otherwise affect any of the obligations of the Chargor under this Deed or any of the rights and remedies of the Administrative Agent or any security; or
- 15.3.8 any Insolvency of a Loan Party.

15.4 **Immediate Recourse**

The Chargor waives any right it may have of first requiring the Administrative Agent or any other Secured Party to enforce any Lien or other rights or claim any payment from or otherwise proceed against any other person before enforcing this Deed against the Chargor. This waiver applies irrespective of any applicable law and regulation or any provision of any Loan Document to the contrary.

15.5 **Discretion in enforcement**

Until the expiry of the Security Period, the Administrative Agent or any Receiver may:

- 15.5.1 refrain from applying or enforcing any other monies, Lien or other rights held or received by it in respect of the Secured Obligations or apply and enforce them in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- 15.5.2 hold in an interest-bearing suspense account any monies received from the Chargor or on account of the Secured Obligations.

15.6 **Non-Competition**

Unless:

- 15.6.1 all amounts which may be or become payable by the Loan Parties under or in connection with the Loan Documents have been irrevocably paid in full; or
- 15.6.2 the Administrative Agent otherwise directs, the Chargor shall not, after a claim has been made or by virtue of any payment or performance by it under this Deed:
 - (a) be subrogated to any rights, security or moneys held, received or receivable by any Secured Party (or any agent or delegate on its behalf);
 - (b) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Chargor's liability under this clause;
 - (c) claim, rank, prove or vote as a creditor of any Loan Party or its estate in competition with any Secured Party (or any agent or delegate on its behalf); or
 - (d) receive, claim or have the benefit of any payment, distribution or security from or on account of any Loan Party, or exercise any right of set-off as against any Loan Party.

The Chargor must hold in trust for and must promptly pay or transfer to the Administrative Agent for the Secured Parties any payment or distribution or benefit of security received by it contrary to this clause or in accordance with any directions given by the Administrative Agent under this clause.

15.7 **Subsequent Security**

At any time following the Insolvency of the Chargor any Secured Party may open a new account or accounts in the name of the Chargor (whether or not it permits any existing account to continue). If a Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so at the time when the notice was received or was deemed to have

been received or, as the case may be, the Insolvency commenced or the assignment or transfer occurred and from that time all payments made by the Chargor to, the Secured Party or received by the Secured Party for the account of the Chargor shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Deed at the time when the Secured Party received or was deemed to have received that notice or, as the case may be, the Insolvency commenced or the assignment or transfer occurred.

16. RELEASE AND RETENTION OF SECURITY

16.1 Release of Security

Subject to clauses 16.2 and 16.3, on the Discharge Date and at the request and cost of the Chargor, the Administrative Agent shall promptly release and discharge this security and re-assign the assets assigned to the Administrative Agent under this Deed to the Chargor (or as it shall direct), at all times without recourse, representation or warranty and the rights of any person having prior rights over those assets. Any release or discharge of this security or re-assignment shall not release or discharge the Chargor from any liability to the Administrative Agent or any other Secured Party for the Secured Obligations or any other monies which exists independently of this Deed.

16.2 Reinstatement

16.2.1 Any release, settlement, discharge, re-assignment or arrangement (in this clause 16, a "**release**") made by the Administrative Agent on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to Insolvency.

16.2.2 If any avoidance, reduction or clawback occurs or order is made as referred to in clause 16.2.1, then the release given by the Administrative Agent shall have no effect and shall not prejudice the right of the Administrative Agent to enforce this security in respect of the Secured Obligations. As between the Chargor and the Administrative Agent, this security shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Administrative Agent as security for the Secured Obligations.

16.3 Retention of Security

The Administrative Agent may retain all or part of this security, the documents of title and other documents relating to the Charged Property and its other rights under this Deed as security for the Secured Obligations until the Discharge Date.

16.4 Redemption

The Administrative Agent may at any time while an Enforcement Event has occurred and is continuing:

16.4.1 redeem, or procure the transfer to itself of, any prior Lien over any Charged Property;
or

16.4.2 settle and pass the accounts of the holder of any prior Lien. Any accounts so settled and passed shall be conclusive and binding on the Chargor.

16.5 **Costs of redemption**

All principal monies, interest, costs, expenses and other amounts incurred in and incidental to any redemption or transfer under clause 16.4 shall be paid by the Chargor to the Administrative Agent on demand, in each case together with interest calculated in the manner referred to in clause 19.

17. **POWER OF ATTORNEY**

17.1 **Appointment**

The Chargor irrevocably and by way of security appoints the Administrative Agent and any Receiver and every delegate referred to in clause 9.6 and each of them jointly and also severally to be its attorney (with full powers of substitution and delegation) and in its name or otherwise and on its behalf and as its act and deed to execute, deliver and perfect all Instruments and other documents and do any other acts and things which may be required or which the attorney may consider to be required or desirable after the occurrence of an Enforcement Event (and for so long as that Enforcement Event is continuing):

- 17.1.1 to carry out any obligation imposed on it by this Deed or any other agreement binding on the Chargor to which the Administrative Agent is a Party (including the execution and delivery of any mortgages, deeds, charges, assignments or other transfers of the Charged Property);
- 17.1.2 to carry into effect any disposal of the Charged Property or other dealing by the Administrative Agent or any Receiver pursuant to this Deed or under applicable law or regulation;
- 17.1.3 to convey or transfer any right in land or any other asset;
- 17.1.4 to register or renew registration of the existence of the security or the restrictions on dealing with the Charged Property under this Deed or any other Loan Document or by law or regulation;
- 17.1.5 to get in the Charged Property; and
- 17.1.6 to enable the Administrative Agent and any Receiver to exercise the respective rights, powers and authorities conferred on them by this Deed or by applicable law and regulation,

and the Chargor undertakes to ratify and confirm all acts and things done by an attorney in the exercise or purported exercise of its powers and all monies spent by an attorney shall be deemed to be expenses incurred by the Administrative Agent under this Deed.

17.2 **Irrevocable power**

The Chargor acknowledges that each power of attorney granted by clause 17.1 is granted irrevocably for the purposes of this Deed and for value as part of this security to secure a proprietary interest of, and the performance of obligations owed to, the donee within the meaning of s4 Powers of Attorney Act 1971.

18. **GROSS-UP AND PAYMENTS**

The provisions of section 2.20(b) (*Taxes*) of the Facility Agreement shall be incorporated into this Deed, *mutatis mutandis*.

19. **COSTS AND EXPENSES**

19.1 **Costs and Expenses**

The provisions of section 10.3(a) (*Expenses*) of the Facility Agreement shall be incorporated into this Deed, *mutatis mutandis*.

19.2 **Taxes**

The Chargor shall pay all stamp, registration and other Taxes to which this Deed, this security or any judgment or order given in connection with this Deed may at any time be subject and shall on demand indemnify the Administrative Agent against any Losses resulting from any failure to pay or delay in paying the same.

19.3 **Value Added Tax**

The following provisions shall apply:

- 19.3.1 all amounts expressed to be payable under this Deed by the Chargor to a Secured Party shall be exclusive of any VAT;
- 19.3.2 if VAT is chargeable on any supply made by a Secured Party to the Chargor under this Deed (whether that supply is taxable pursuant to the exercise of an option or otherwise), the Chargor shall pay to that Secured Party (in addition to and at the same time as paying that consideration) an amount equal to the amount of the VAT as further consideration;
- 19.3.3 no payment or other consideration to be made or furnished to the Chargor pursuant to or in connection with this Deed may be increased or added to by reference to (or as a result of any increase in the rate of) any VAT which shall be or may become chargeable in respect of any taxable supply; and
- 19.3.4 where this Deed requires the Chargor to reimburse a Secured Party for any costs or expenses, the Chargor shall also pay any amount of those costs or expenses incurred referable to VAT charged thereon.

20. **INDEMNITY**

The Chargor shall on demand indemnify and keep indemnified the Administrative Agent and every Receiver, attorney, manager, agent or other person appointed by the Administrative Agent under this Deed and their respective employees (each one "**Indemnified Person**") in respect of all Losses incurred or suffered by any of them directly or indirectly as a result of the exercise or purported exercise of any of the rights vested in them under this Deed and against all Losses suffered or incurred by any of them in respect of any matter or thing done or omitted relating to the Charged Property or occasioned by any breach of any of the Chargor's covenants or other obligations under this Deed or otherwise relating to all or any part of the Charged Property. Each Indemnified Person not a party to this Deed shall be able to enforce or enjoy the benefit of this clause 20 as if it were a party to this Deed.

21. **ASSIGNMENTS AND TRANSFERS**

21.1 **Administrative Agent**

The Administrative Agent may assign any or all of its rights and transfer any or all of its obligations under this Deed in accordance with part 2, schedule 9.

21.2 **Chargor**

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed save to the extent permitted under the Facility Agreement and provided such assignee or transferee has agreed to be bound by the terms of this Deed on terms acceptable to the Administrative Agent.

21.3 **Disclosure of information**

The Administrative Agent may disclose any information about the Chargor which it shall consider appropriate to any affiliate, any of its professional advisers, any person to whom it is proposing to assign or transfer, or has assigned or transferred, any of its rights and obligations under this Deed or to any person to whom information may be required to be disclosed by any applicable law and regulation.

22. **SET-OFF**

22.1 **Set-off**

The provisions of section 10.7 (*Right of Set-off*) of the Facility Agreement shall be incorporated into this Deed, *mutatis mutandis*.

22.2 **Time Deposits**

If any time deposit matures on any account the Chargor has with the Administrative Agent at a time within the Security Period when:

22.2.1 the security has become enforceable; and

22.2.2 no Secured Obligations are due and payable,

such time deposits shall automatically be renewed for such further period as Administrative Agent in its absolute discretion considers appropriate.

23. **NOTICES AND COMMUNICATIONS**

The provisions of section 10.1 (*Notices*) of the Facility Agreement shall be incorporated into this Deed, *mutatis mutandis*.

24. **CALCULATIONS AND CERTIFICATES**

Any certificate or determination of the Administrative Agent as to any matter provided for in this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

25. **CURRENCY CONVERSION**

25.1 **Currency conversion**

In order to apply any sum held or received by the Administrative Agent or a Receiver in or towards payment of the Secured Obligations, the Administrative Agent or such Receiver may purchase an amount in another currency and the rate of exchange to be used shall be that at which, at such time as it considers appropriate, the Administrative Agent or such Receiver is able to effect such purchase.

25.2 **Currency Indemnity**

If any sum due from the Chargor under this Deed or any order or judgment given or made in relation to this Deed has to be converted from the currency (the "**first currency**") in which the same is payable under this Deed or under such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Company, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to this Deed, the Company shall indemnify and hold harmless each Secured Party from and against any loss it suffers or incurs as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency; and (ii) the rate or rates of exchange at which such Secured Party may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

26. **PARTIAL INVALIDITY**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired.

27. **REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any remedy or other right under this Deed shall operate as a waiver, nor shall any single or partial exercise of any remedy or other right prevent any further or other exercise or the exercise of any other right. The remedies and other rights provided in this Deed are cumulative and not exclusive of any remedies and other rights provided by law.

28. **AMENDMENTS AND WAIVERS**

Any term of this Deed may be amended or waived only with the written consent of the Administrative Agent and the Chargor and any such amendment or waiver will be binding on all Parties.

29. **TACKING**

Each Lender must perform its obligation under the Loan Documents including any obligations to make available further advances.

30. **COUNTERPARTS**

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

31. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of it are governed by, and construed in accordance with, English law.

32. **JURISDICTION**

- 32.1 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) (a "**Dispute**").

32.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly neither Party will argue to the contrary.

32.3 This clause 32 is for the benefit of the Administrative Agent. As a result, the Administrative Agent shall not be prevented from taking proceedings relating to a Dispute in any other competent courts with jurisdiction. To the extent allowed by law, the Administrative Agent may take concurrent proceedings in any number of jurisdictions.

EXECUTION

This Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1
ACCOUNTS**

ACCOUNT HOLDER	ACCOUNT NUMBER	NAME/ADDRESS OF BANK
DCMUK GSS Limited	[REDACTED]	[REDACTED]
DCMUK GSS Limited	[REDACTED]	[REDACTED]
DCMUK GSS Limited	[REDACTED]	[REDACTED]

**SCHEDULE 2
AGREEMENTS**

Material Agreements, as defined in the Facility Agreement, other than the Music Agreements.

None as at the date of this Deed.

SCHEDULE 3
INTELLECTUAL PROPERTY

Artist	Title	TuneCode	GSS Writer(s)	CAE	% Share	Other Publisher	Writer(s)	CAE	% Share	Album
The 1975	The 1975	130064EW	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	12	130064FT	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Talk!	130064FN	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	She Way Out	130064FU	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Sex	100524HM	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Settle Down	130064FR	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Robbers	100524HU	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Pressure	130064FW	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Menswear	130064FV	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	M.I.O.N.E.Y	130064FM	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Is There Somebody Who Can Watch You	130064GM	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Heart Out	130064FQ	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Girls	130064FS	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	An Encounter	130064FP	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	The City	100524HN	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Chocolate	115195K5	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Woman	105314D5	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Face down	105314DR	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Antichrist	100524HT	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	You	120062BW	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Undo	120062BV	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Intro / Set 3	120062BU	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Me	120062CQ	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	HNSCC	120062CN	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Head Cars Bending	120062CP	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Anobrain	120062CM	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	So Far (It's Alright)	128132AT	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20					The 1975
The 1975	Haurt // Bed	126234BW	George Daniel Matthew Healy	675938977 675937294	30 30					The 1975

The 1975	Falling for you	12.62.34.8U	Ross MacDonald	675937588	20	The 1975
			Adam Hann	675936395	20	
			George Daniel	675938977	30	
			Matthew Healy	675937294	30	
The 1975	Medicine	10.05.59.GW	Ross MacDonald	675937588	20	The 1975
			Adam Hann	675936395	20	
			George Daniel	675938977	30	
			Matthew Healy	675937294	30	
	102	10.05.59.GW	George Daniel	675938977	30	
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
	28	10.05.59.HP	George Daniel	675938977	30	
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
	Forward	10.05.59.GV	George Daniel	675938977	30	
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
	Ghosts	10.05.59.HS	George Daniel	675938977	30	
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
	Make It Happen	10.05.59.HT	George Daniel	675938977	30	
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
	Milk	10.05.24.HR	George Daniel	675938977	30	
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
	More Than You	10.05.59.HV	George Daniel	675938977	30	
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
	The Go	10.05.59.HM	George Daniel	675938977	30	
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
	The Wolves	10.05.59.HN	George Daniel	675938977	30	
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	Love Me	21.68.66.HR	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	The 1975	13.60.64.EW	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	UGH!	22.62.78.DP	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	A Change Of Heart	22.62.77.L5	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	She's American	22.62.78.CQ	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	If I Believe You	22.62.78.AV	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	Please Be Naked	22.62.78.CM	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	Lost my head	22.62.78.AW	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	The Ballad Of Me And My Brain	22.62.78.CU	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	Somebody Else	22.62.78.C5	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	Loving Someone	22.62.78.BM	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	I like it when you sleep...	22.62.78.AU	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	The Sound	22.62.78.CV	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	This Must Be My Dream	22.62.78.CW	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	Paris	22.62.78.BV	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	Nana	22.62.78.BR	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	
The 1975	She Lays Down	22.62.78.CP	Matthew Healy	675937294	100	I Like It When You Sleep
The 1975	How To Draw	32.97.29.L5	George Daniel	675938977	30	I Like It When You Sleep
			Matthew Healy	675937294	30	
			Ross MacDonald	675937588	20	
			Adam Hann	675936395	20	

No Rome	Narcissist ft. The 1975	322523HV	George Daniel Matthew Healy	675938977 675937294	28.33 Dirty Hit 28.33	Guendoline Rome Viary Gomez Jay Park HyunJung Kim Chase Vincent Malone	28.33 5 5 5
The 1975	Give Yourself A Try	319682LQ	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	22.5 Universal Music Publishing 22.5 Universal Music Publishing 1.3 Universal Music Publishing 1.3 Universal Music Publishing	Ian Kevin Curtis Stephen Paul David Morris Bernard Sumner Peter Hook	6.25 A Brief Inquiry 6.25 6.25 6.25
The 1975	Love It If We Made It	323502BU	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		A Brief Inquiry
The 1975	TOOTIMETOOTIMETOOTIME	325303GS	George Daniel Matthew Healy	675938977 675937294	33.33 Dirty Hit 33.34	Rome Gomez	33.33 A Brief Inquiry
The 1975	How To Draw / Petrichor	329729LS	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		A Brief Inquiry
The 1975	Be My Mistake	329729LT	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		A Brief Inquiry
The 1975	The Man Who Married A Robot / Love Ther	329729LU	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		A Brief Inquiry
The 1975	I Like America & America Likes Me	329729LV	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		A Brief Inquiry
The 1975	Inside Your Mind	329729LW	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		A Brief Inquiry
The 1975	It's Not Living (If It's Not With You)	329730AM	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		A Brief Inquiry
The 1975	Surrounded By Heads And Bodies	329730AN	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		A Brief Inquiry
The 1975	Mine	329730AP	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		A Brief Inquiry
The 1975	I Couldn't Be More In Love	329730AQ	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		A Brief Inquiry
The 1975	I Always Wanna Die (Sometimes)	329730AR	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		A Brief inquiry
The 1975	Sincerity Is Scary	330794FR	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		A Brief Inquiry
The 1975	The 1975	369873DW	George Daniel Matthew Healy	675938977 675937294	33.33 Dirty Hit Songs 33.34	Greta Thunberg	33.33 Notes On A Conditional Form
The 1975	People	370713FM	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		Notes On A Conditional Form
The 1975	Frail State Of Mind	379207AN	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		Notes On A Conditional Form
The 1975	Depth	379785KM	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		Notes On A Conditional Form
The 1975	Me & You Together Song	389214CM	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		Notes On A Conditional Form
The 1975	The Birthday Party	391382DM	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		Notes On A Conditional Form
The 1975	If You're Too Shy (Let Me Know)		George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		Notes On A Conditional Form
The 1975	Clothes	391382CV	George Daniel Matthew Healy Ross MacDonald Adam Hann	675938977 675937294 675937588 675936395	30 30 20 20		Notes On A Conditional Form
The 1975	Guys	391382CW	George Daniel Matthew Healy	675938977 675937294	30 30		Notes On A Conditional Form

Ross MacDonald	675937588	20
Adam Hann	675936395	20

Artist	Title	Tunecode	GSS Writer(s)	CAE	% Share	Other Publisher	Writer(s)	CAE	% Share
Biffy Clyro	Adored	332427AU	Simon Neil	284634052	100				
Biffy Clyro	Drop It	044835LR	Simon Neil	284634052	100				
Biffy Clyro	Balance, Not Symmetry	332427AT	Simon Neil	284634052	100				
Biffy Clyro	Jasaslab	332427AV	Simon Neil	284634052	100				
Biffy Clyro	Plead	216870FN	Simon Neil	284634052	100				
Biffy Clyro	Naturals	332427BM	Simon Neil	284634052	100				
Biffy Clyro	Touch	332427BN	Simon Neil	284634052	100				
Biffy Clyro	Tunnels and Trees	332427BP	Simon Neil	284634052	100				
Biffy Clyro	Fever Dream	216870DV	Simon Neil	284634052	100				
Biffy Clyro	Sunrise	235242DS	Simon Neil	284634052	100				
Biffy Clyro	Following Master	332427BS	Simon Neil	284634052	100				
Biffy Clyro	Opening Credits	340486AR	Simon Neil	284634052	100				
Biffy Clyro	Closing Credits	340486AS	Simon Neil	284634052	100				
Biffy Clyro	Pink	377171CS	Simon Neil	284634052	100				
Biffy Clyro	Yellow	377171CT	Ben Johnston Simon Neil	284633545 284634052	50 50				
Biffy Clyro	Navy Blue	377171CV	Simon Neil	284634052	100				
Biffy Clyro	The Naturals	332427BM	Simon Neil	284634052	100				Alt title
Biffy Clyro	Sunrise	235242DS	Simon Neil	284634052	100				
Biffy Clyro	All Singin' and All Dancin' Settle the Score	216870DM	Simon Neil Simon Neil	284634052 284634052	50 33.3		John Hill David Hodges Steven Solomon		50 33.3 33.3
Biffy Clyro	Different Kind of Love	216870DT	Simon Neil	284634052	50	Sony ATV	John Feldman		50
Biffy Clyro	Gates of Heaven	216870EP	Simon Neil	284634052	50	Sony ATV	John Feldman		50
Biffy Clyro	Back Again		Simon Neil	284634052	50	Sony ATV	John Feldman		50
Biffy Clyro	Anaesthesia		Simon Neil	284634052	50	Sony ATV	John Feldman		50
Biffy Clyro	Colour Wheel	216870DN	Simon Neil	284634052	50		Stuart Price		50
Biffy Clyro	Oxygen		Simon Neil	284634052	50		Kid Harpoon		50
Biffy Clyro	When Experiments Travel	122446FT	Simon Neil	284634052	100				
Biffy Clyro	Tradition Feed	459549BP	Simon Neil	284634052	50				
Biffy Clyro	Traditional Feed	069884DV	James Johnston Simon Neil	284636438 284634052	50 100				
Biffy Clyro	Loneliness With A Capital Loneliness	044306AU	Simon Neil	284634052	100				
Biffy Clyro	It's Always The Quiet Ones	4595474A	Simon Neil	284634052	100				
Biffy Clyro	Inaudible Background Music	081088GNB	Ben Johnston Simon Neil James Johnston	284633545 284634052 284636438	33.3 33.3 33.3				
Biffy Clyro	Help Me Be Captain	044864KW	Simon Neil	284634052	100				
Biffy Clyro	Hermaphraight	044865ATB	Simon Neil	284634052	100				
Biffy Clyro	North of No South		Simon Neil	284634052	100				
Biffy Clyro	The Champ		Simon Neil	284634052	100				
Biffy Clyro	Weird Leisure		Simon Neil	284634052	100				
Biffy Clyro	Tiny Indoor Fireworks		Simon Neil	284634052	100				
Biffy Clyro	Worst Type of Best Possible		Simon Neil	284634052	100				
Biffy Clyro	Space		Simon Neil	284634052	50		Steve Mac		50
Biffy Clyro	End Of		Simon Neil	284634052	100				
Biffy Clyro	Instant History		Simon Neil	284634052	33.34		Steve Mac Ammar Malik		33.33 33.33
Biffy Clyro	The Pink Limit		Simon Neil	284634052	100				
Biffy Clyro	Opaque		Simon Neil	284634052	100				
Biffy Clyro	Cop Syrup		Simon Neil	284634052	100				
Biffy Clyro	Less Is More		Simon Neil	284634052	100				

Artist	Title	Tunecode	GSS	CAE	% Share	Other	Writer(s)	CAE	% Share
			Writer(s)			Publisher			
The Hunna	Bonfire	21908SDN	Ryan Potter	787691178	35	Kobalt High Time Songs Kobalt	Daniel Dorney Tim Larcombe Liam Willford		35 15 15
The Hunna	She's Casual	21908SDP	Ryan Potter	787691178	35	Kobalt High Time Songs	Daniel Dorney Tim Larcombe Liam Willford	606255073	15 15 15
The Hunna	Be Young	21908SDS	Ryan Potter	787691178	35	Kobalt High Time Songs	Daniel Dorney Tim Larcombe Liam Willford	606255073	15 15 15
The Hunna	Waiting	21908SDU	Ryan Potter	787691178	25	Kobalt High Time Songs	Daniel Dorney Tim Larcombe Liam Willford	606255073	25 25 25
The Hunna	We Could Be	21908SDT	Ryan Potter	787691178	25	Kobalt High Time Songs	Daniel Dorney Tim Larcombe Liam Willford	606255073	25 25 25
The Hunna	You & Me	23321BLV	Ryan Potter	787691178	25	Kobalt High Time Songs	Daniel Dorney Tim Larcombe Liam Willford	606255073	25 25 25
The Hunna	Alive	260727DV	Ryan Potter Jack Metcalfe	787691178 787570488	20	High Time Songs High Time Songs Kobalt	Cüneyt Angin Tim Larcombe Daniel Dorney		5 25 20
The Hunna	Piece Of Piece	260727ES	Ryan Potter Jack Metcalfe	787691178 787570488	33.5	Kobalt High Time Songs Warner Chappell	Daniel Dorney Cüneyt Angin Katie Sutherland	606255073	33.5 5 18
The Hunna	Never Enough	228657LQ	Ryan Potter	787691178	35	High Time Songs High Time Songs Liam Willford	Duncan Mills Cüneyt Angin Tim Larcombe	606255073	5 35 15
The Hunna	Brother	260727EM	Ryan Potter Jack Metcalfe	787691178 787570488	42.5	Kobalt High Time Songs High Time Songs	Daniel Dorney Cüneyt Angin Duncan Mills	606255073	15 42.5 5
The Hunna	World Is Ours	228658AN	Ryan Potter Jack Metcalfe	787691178 787570488	23.75	Kobalt High Time Songs High Time Songs	Daniel Dorney Tim Larcombe Liam Willford	606255073	23.75 20 18.75
The Hunna	Sycamore Tree	260727EV	Ryan Potter Jack Metcalfe	787691178 787570488	40	Kobalt High Time Songs High Time Songs	Daniel Dorney Cüneyt Angin Tim Larcombe		40 5 5
The Hunna	Still Got Blood	260727EU	Ryan Potter Jack Metcalfe	787691178 787570488	28	Kobalt High Time Songs Warner Chappell	Daniel Dorney Cüneyt Angin Katie Sutherland		28 5 34
The Hunna	Bad For You	260727DW	Ryan Potter Jack Metcalfe	787691178 787570488	45	Kobalt High Time Songs High Time Songs	Daniel Dorney Cüneyt Angin Tim Larcombe		45 5 25
The Hunna	Coming Home	260727EN	Ryan Potter	787691178	25	Kobalt High Time Songs	Daniel Dorney Tim Larcombe Liam Willford	606255073	25 25 25
The Hunna	Rock My Way	260727ET	Ryan Potter Jack Metcalfe	787691178 787570488	45	Kobalt High Time Songs	Daniel Dorney Cüneyt Angin		45 5 5
The Hunna	Summer	312578EN	Ryan Potter	787691178	25	Kobalt High Time Songs	Daniel Dorney Tim Larcombe Liam Willford		25 25 25
The Hunna	Dare	312578CT	Ryan Potter	787691178	25	Kobalt High Time Songs	Daniel Dorney Tim Larcombe Liam Willford		25 25 25
The Hunna	Flickin' Your Hair	312578DS	Ryan Potter	787691178	25	Kobalt High Time Songs	Daniel Dorney Tim Larcombe Liam Willford		25 25 25
The Hunna	One	312578DQ	Ryan Potter	787691178	40	Good Soldier Songs	Daniel Dorney Liam Willford Timothy Larcombe	707279921 606255073 435830753	40 10 10
The Hunna	Fever	315699BU	Ryan Potter	787691178	25	Good Soldier Songs	Daniel Dorney Liam Willford Timothy Larcombe	707279921 606255073 435830753	25 25 25
The Hunna	Babe, Can I Call?	312578DN	Ryan Potter	787691178	25	Good Soldier Songs	Daniel Dorney Liam Willford Timothy Larcombe	707279921 606255073 435830753	25 25 25
The Hunna	NY To LA		Ryan Potter	787691178	25	Good Soldier Songs	Daniel Dorney Liam Willford Timothy Larcombe	707279921 606255073 435830753	25 25 25
The Hunna	Lover	3268768V	Ryan Potter	787691178	50	Good Soldier Songs	Daniel Dorney	707279921	50
The Hunna	Mother	3268768W	Ryan Potter	787691178	50	Good Soldier Songs	Daniel Dorney	707279921	50
The Hunna	Y.D.W.I.W.M	3268768M	Ryan Potter	787691178	50	Good Soldier Songs	Daniel Dorney	707279921	50

Artist	Title	Tunecode	GSS Writer(s)	CAE	% Share	Other Publisher	Writer(s)	CAE	% Share
Osca	1066		Jack Kenworthy		100				
	Around The Bends	147364CR	Jack Kenworthy		100				
	Black Ice	147364EN	Jack Kenworthy		50		Simon Aldred		50
Osca	Blood	147364EN	Jack Kenworthy		100				
	Blue Space	147364BW	Jack Kenworthy		100				
	Cavalries	147364CT	Jack Kenworthy		100				
	Circles	147364CQ	Jack Kenworthy		100				
	Doors	147364CW	Jack Kenworthy		100				
	Give Me An Alibi	147364DM	Jack Kenworthy		100				
	Goldlight	147364DN	Jack Kenworthy		100				
	Heartache	147364DP	Jack Kenworthy		100				
	Hold On The World	147364DQ	Jack Kenworthy		100				
	Illume	154673BP	Jack Kenworthy		100				
	Indicator	147364CU	Jack Kenworthy		100				
	Let It Pass	157777CP	Jack Kenworthy	726704441	100				
	Let Me Take Your Coat	147364DR	Jack Kenworthy	726704441	100				
	Limbo Lover	147364DT	Jack Kenworthy	726704441	100				
	Nothing Left To Undo	147364CV	Jack Kenworthy	726704441	100				
Osca	ONH	260749HV	Jack Kenworthy	726704441	100				
	Oxygen	147364EP	Jack Kenworthy	726704441	50		Eg White		50
	Plastic Silhouettes	260749KS	Jack Kenworthy	726704441	100				
	Settle	147364CP	Jack Kenworthy	726704441	100				
	Submarine	260749KV	Jack Kenworthy	726704441	100				
	Swallow Your Own Slaves	260749KW	Jack Kenworthy	726704441	100				
	Thief	260749LQ	Jack Kenworthy	726704441	100				
	What Did You Say About Us?	260749LT	Jack Kenworthy	726704441	100				
	Trumpet	157777CM	Jack Kenworthy	726704441	100				
	Smoke	260749KU	Jack Kenworthy	726704441	100				
	Sleeptalk	178080BP	Jack Kenworthy	726704441	100				
	Apex	260749FN	Jack Kenworthy	726704441	100				
	Air	260749EW	Jack Kenworthy	726704441	100				
	If I Ever Lose You	301442BU	Jack Kenworthy	726704441	100				
	Bloom	260749FP	Jack Kenworthy	726704441	100				
Colouring	In Motion	260749HN	Jack Kenworthy	726704441	100				
Colouring	Phase 1	260749KR	Jack Kenworthy	726704441	100				
Colouring	Comfort Now	260749FQ	Jack Kenworthy	726704441	100				
Colouring	About You	260393HR	Jack Kenworthy	726704441	40		William Phillips Gianluca Buccellati		40 20
Colouring	Everything Has Grown	265446FU	Jack Kenworthy	726704441	100				
Colouring	Symmetry	278193DM	Jack Kenworthy	726704441	50		Gianluca Buccellati		50
Colouring	Heathen	282922FU	Jack Kenworthy	726704441	100				
Colouring	The Wave	286241BT	Jack Kenworthy	726704441	33.3	D J S Music	Gianluca Buccellati Johnny Pierce		33.3 33.3
Colouring	White Whale	286248HW	Jack Kenworthy	726704441	50		Gianluca Buccellati		50
Colouring	If I Ever Lose Your Love	301442BU	Jack Kenworthy	726704441	100				
Colouring	Time	299303DP	Jack Kenworthy	726704441	100				
Colouring	Blue	322524LS	Jack Kenworthy	726704441	50		Gianluca Buccellati		50
Colouring	Daybreak	322524LU	Jack Kenworthy Dominic Potts	726704441 1009255780	33.34 33.33		Gianluca Buccellati		33.33
Colouring	Hymn 21	322524LT	Jack Kenworthy	726704441	50		Gianluca Buccellati		50
Colouring	Life Today	322524LM	Jack Kenworthy	726704441	100				
Colouring	Man	322524LN	Jack Kenworthy	726704441	100				
Colouring	Oh My God	322524LP	Jack Kenworthy	726704441	100				
Colouring	Thin Air	322524LQ	Jack Kenworthy	726704441	100				
Colouring	When You Shook The World	322524LR	Jack Kenworthy	726704441	100				
Colouring	bn		Jack Kenworthy	726704441	100				
Sad Walrus	Sad Walrus	390037EW	Dominic Potts	1009255780	100				
Sad Walrus	His	390037DS	Dominic Potts	1009255780	100				
Sad Walrus	Love For Free	390037FM	Dominic Potts	1009255780	100				
Sad Walrus	French Fancy	390037FN	Dominic Potts	1009255780	100				
Sad Walrus	Louis Potts	390037FP	Dominic Potts	1009255780	100				
Sad Walrus	Veruca	390037FQ	Dominic Potts	1009255780	100				

Artist	Title	TuneCode	GSS	CAE	% Share	Other	Writer(s)	CAE	% Share
			Writer(s)			Publisher			
KID	Boy	258482BQ	Mike Crossey	811549841		7 Sony ATV Copyright Control	Chris Rabba Chris Perry		60.45 32.55
KID	Raintree Lane	239073GR	Mike Crossey	811549841		7 Sony ATV Sony ATV Prescription Songs	Chris Rabba Kara Lane Valorzi Alexandra Hughes		46.5 13.95 32.55
KID	Dillon	258482GR	Mike Crossey	811549841		7 Sony ATV Green Ray Music Publishing Copyright Control	Chris Rabba Alex Biro Chris Perry		46.5 23.25 23.25
KID	Drunk Enough To Love Me	258482HT	Mike Crossey	811549841		7 Sony ATV Ole Minority Making Kobalt	Chris Rabba Fabian Ordorica Jose Lopez Otis Ridley-Ehrlich		46.5 11.625 11.625 23.25
KID	Antisocial	258481KW	Mike Crossey	811549841		7 Sony ATV Copyright Control	Chris Rabba Steve Singh		46.5 46.5
KID	Taker	389513AR	Mike Crossey	811549841		7 Sony ATV Sony ATV Copyright Control	Chris Rabba Kara Lane Valorzi Mike Wise		58.59 1.86 32.55
KID	Imagining	258483DP	Mike Crossey	811549841		7 Sony ATV Green Ray Music Publishing	Chris Rabba Alex Biro		46.5 46.5
KID	Pack A Day	258483LW	Mike Crossey	811549841		7 Sony ATV Green Ray Music Publishing Copyright Control	Chris Rabba Alex Biro Chris Perry		46.5 32.55 13.95
KID	I Cannot Sleep At Night	258483CQ	Mike Crossey	811549841		7 Sony ATV Sony ATV Warner Chappell	Chris Rabba Kara Lane Valorzi Daniel Crean		39.525 13.95 39.525
KID	Waiting Room	258484HR	Mike Crossey	811549841		7 Sony ATV Sony ATV Copyright Control Copyright Control	Chris Rabba Kara Lane Valorzi Steve Singh Chris Perry		46.5 4.65 27.9 13.95
KID	Crystal Universe	258482FM	Mike Crossey	811549841		7 Sony ATV Sony ATV Copyright Control	Chris Rabba Kara Lane Valorzi Mike Wise		58.59 1.86 32.55
KID	Too High To Try	239069GP	Mike Crossey	811549841		7 Sony ATV Prescription Songs	Chris Rabba Alexandra Hughes		60.45 32.55
KID	Prodigal Daughter	258484AR	Mike Crossey	811549841		7 Sony ATV Copyright Control	Chris Rabba Chris Perry		60.45 32.55
Jessarae	Lens	265435HR	Mike Crossey	811549841		50 Kobalt	Jesse Robitaille		50
Fickle Friends	Hello Hello	276891AQ	Mike Crossey	811549841		7.5	Christopher Thomas Hall Jack Trebor Herrington Samuel James Morris Natassja Lucy Ellen Shiner Jack Wilson		18.5 18.5 18.5 18.5 18.5
Fickle Friends	Brooklyn	229412GV	Mike Crossey	811549841		7.5	Christopher Thomas Hall Jack Trebor Herrington Samuel James Morris Natassja Lucy Ellen Shiner Jack Wilson		18.5 18.5 18.5 18.5 18.5
Nothing But Thieves	I Was Just A Kid	286256BQ	Mike Crossey	811549841		7 Sony ATV Sony ATV Sony ATV Warner Chappell Warner Chappell	Conor Mason Joe Langridge-Brown Dominic Craik Jim Irvin Julian Emery		18.6 18.6 18.6 18.6 18.6
Nothing But Thieves	Amsterdam	279466EM	Mike Crossey	811549841		7 Sony ATV Sony ATV Sony ATV	Joe Langridge-Brown Conor Mason Dominic Craik		37.7 27.7 27.6
Nothing But Thieves	Sorry	286263FV	Mike Crossey	811549841		7 Sony ATV Sony ATV Sony ATV Warner Chappell Warner Chappell	Joe Langridge-Brown Conor Mason Dominic Craik Jim Irvin Julian Emery		18.6 18.6 18.6 18.6 18.6
Nothing But Thieves	Broken Machine	286250KQ	Mike Crossey	811549841		7 Sony ATV Sony ATV Sony ATV Warner Chappell Warner Chappell	Joe Langridge-Brown Conor Mason Dominic Craik Jim Irvin Julian Emery		18.6 18.6 18.6 18.6 18.6
Nothing But Thieves	I'm Not Made By Design	286252AR	Mike Crossey	811549841		7 Sony ATV Sony ATV Sony ATV Warner Chappell Warner Chappell	Joe Langridge-Brown Conor Mason Dominic Craik Jim Irvin Julian Emery		18.6 18.6 18.6 18.6 18.6
Nothing But Thieves	Get Better	286254EU	Mike Crossey	811549841		7 Sony ATV Sony ATV Sony ATV Warner Chappell Warner Chappell	Joe Langridge-Brown Conor Mason Dominic Craik Jim Irvin Julian Emery		18.6 18.6 18.6 18.6 18.6

Nothing But Thieves	Hell, Yeah	286255CV	Mike Crossey	811549841	7 Sony ATV	Joe Langridge-Brown	18.6
					Sony ATV	Conor Mason	18.6
					Sony ATV	Dominic Craik	18.6
					Warner Chappell Warner Chappell	Jim Irvin Julian Emery	18.6 18.6
Nothing But Thieves	Reset Me	273485KP	Mike Crossey	811549841	7 Sony ATV	Joe Langridge-Brown	23.25
					Sony ATV	Conor Mason	23.25
					Sony ATV	Dominic Craik	23.25
					Sony ATV	Laurence Hibbitt	23.25
Nothing But Thieves	Soda	286263EQ	Mike Crossey	811549841	7 Sony ATV	Joe Langridge-Brown	23.25
					Sony ATV	Conor Mason	23.25
					Sony ATV	Dominic Craik	23.25
					Sony ATV	Laurence Hibbitt	23.25
Nothing But Thieves	Afterlife	286249EP	Mike Crossey	811549841	7 Sony ATV	Joe Langridge-Brown	37.6
					Sony ATV	Conor Mason	27.7
					Sony ATV	Dominic Craik	27.7
Nothing But Thieves	Live Like Animals	286257LQ	Mike Crossey	811549841	7 Sony ATV	Joe Langridge-Brown	37.6
					Sony ATV	Conor Mason	22.7
					Sony ATV	Dominic Craik	32.7
Nothing But Thieves	Particles	286260LN	Mike Crossey	811549841	7 Sony ATV	Joe Langridge-Brown	35.2
					Sony ATV	Conor Mason	27.6
					Sony ATV	Dominic Craik	30.2
Nothing But Thieves	Number 13	288410DV	Mike Crossey	811549841	7 Sony ATV	Joe Langridge-Brown	37.6
					Sony ATV	Conor Mason	22.7
					Sony ATV	Dominic Craik	32.7
Fickle Friends	Bite	306174AR	Mike Crossey	811549841	7.5	Christopher Thomas Hall	11.56
						Jack Trebor Herrington	23.13
						Samuel James Morris	23.12
						Natassja Lucy Ellen Shiner	23.13
						Jack Wilson	11.56
Fickle Friends	In My Head (Ditty)	306197DW	Mike Crossey	811549841	7.5	Christopher Thomas Hall	11.56
						Jack Trebor Herrington	23.13
						Samuel James Morris	23.12
						Natassja Lucy Ellen Shiner	23.13
						Jack Wilson	11.56
Fickle Friends	Rotation	306200AR	Mike Crossey	811549841	7.5	Christopher Thomas Hall	11.56
						Jack Trebor Herrington	23.13
						Samuel James Morris	23.12
						Natassja Lucy Ellen Shiner	23.13
						Jack Wilson	11.56
Fickle Friends	Useless	306201LT	Mike Crossey	811549841	7.5	Christopher Thomas Hall	11.56
						Jack Trebor Herrington	23.13
						Samuel James Morris	23.12
						Natassja Lucy Ellen Shiner	23.13
						Jack Wilson	11.56
Fickle Friends	Say No More	217193GW	Mike Crossey	811549841	7.5	Christopher Thomas Hall	11.56
						Jack Trebor Herrington	23.13
						Samuel James Morris	23.12
						Natassja Lucy Ellen Shiner	23.13
						Jack Wilson	11.56
Fickle Friends	Paris	232443EP	Mike Crossey	811549841	7.5	Christopher Thomas Hall	11.56
						Jack Trebor Herrington	23.13
						Samuel James Morris	23.12
						Natassja Lucy Ellen Shiner	23.13
						Jack Wilson	11.56
Fickle Friends	Midnight	232436GV	Mike Crossey	811549841	7.5	Christopher Thomas Hall	11.56
						Jack Trebor Herrington	23.13
						Samuel James Morris	23.12
						Natassja Lucy Ellen Shiner	23.13
						Jack Wilson	11.56

Artist	Title	Tunecode	GSS Writer(s)	CAE	% Share	Other Publisher	Writer(s)	CAE	% Share
Tremors	Scar	258486AW	Johnny Mallet Jordan Page	624963920 587777767	50 50				
Tremors	The Rush	258486CW	Johnny Mallet Jordan Page	624963920 587777767	50 50				
Tremors	Beautiful Lie	258485AW	Johnny Mallet Jordan Page	624963920 587777767	50 50				
Tremors	Drowning In the Fire	258485DR	Johnny Mallet Jordan Page	624963920 587777767	50 50				
Tremors	Genevieve (New)	258485EN	Johnny Mallet Jordan Page	624963920 587777767	50 50				
Tremors	In Your Eyes	258485GR	Johnny Mallet Jordan Page	624963920 587777767	50 50				
Tremors	Save Us	258486AV	Johnny Mallet Jordan Page	624963920 587777767	50 50				
Tremors	Bring Me Back To Life	258485BW	Johnny Mallet Jordan Page Patrick Amos	624963920 587777767 717781223	33.3 33.3 33.3				
Tremors	Nothing More Than Us	258485LR	Johnny Mallet Jordan Page Patrick Amos	624963920 587777767 717781223	33.3 33.3 33.3				
Tremors	Slave	258484DP	Johnny Mallet Jordan Page	624963920 587777767	33.3 33.3		Tom Fuller		33.3
Tremors	Technicolour	321766EM	Johnny Mallet Jordan Page	624963920 587777767	50 50				
Tremors	Sugarcane	332424EN	Johnny Mallet Jordan Page	624963920 587777767	33.33 33.34		Zena Kitt		33.33
Tremors	Am I Your Type?	332424EP	Johnny Mallet Jordan Page	624963920 587777767	33.34 33.33		Carey Willetts		33.33
Tremors	Dancing On Broken Glass	332424EQ	Johnny Mallet Jordan Page	624963920 587777767	50 50				

Artist	Title	TuneCode	GSS	CAE	% Share	Other	Writer(s)	CAE	% Share
			Writer(s)			Publisher			
Dive In	Still Here	151569FM	Matthew Guttridge	743506449	26.6				
			Daniel Hayes	742925626	26.6				
			Adam Mason	742925724	26.6				
			Andy Green	768088885	20				
Dive In	Only You	151569FN	Matthew Guttridge	743506449	26.6				
			Daniel Hayes	742925626	26.6				
			Adam Mason	742925724	26.6				
			Andy Green	768088885	20				
Dive In	Eighteen	151569FP	Matthew Guttridge	743506449	26.6				
			Daniel Hayes	742925626	26.6				
			Adam Mason	742925724	26.6				
			Andy Green	768088885	20				
Dive In	Let Go	151569FQ	Matthew Guttridge	743506449	26.6				
			Daniel Hayes	742925626	26.6				
			Adam Mason	742925724	26.6				
			Andy Green	768088885	20				
Dive In	Can't Hold Me Down	151569FR	Matthew Guttridge	743506449	26.6				
			Daniel Hayes	742925626	26.6				
			Adam Mason	742925724	26.6				
			Andy Green	768088885	20				
Dive In	Give Me A Reason	151569FS	Matthew Guttridge	743506449	33.3				
			Daniel Hayes	742925626	33.3				
			Adam Mason	742925724	33.3				
Dive In	Drive	151569FT	Matthew Guttridge	743506449	30				
			Daniel Hayes	742925626	30				
			Adam Mason	742925724	30				
			Andy Green	768088885	10				
Dive In	Hourglass	151569FU	Matthew Guttridge	743506449	33.3				
			Daniel Hayes	742925626	33.3				
			Adam Mason	742925724	33.3				
Dive In	Maybe I	151569FW	Matthew Guttridge	743506449	33.3				
			Daniel Hayes	742925626	33.3				
			Adam Mason	742925724	33.3				
Dive In	Temple	151569GN	Matthew Guttridge	743506449	30				
			Daniel Hayes	742925626	30				
			Adam Mason	742925724	30				
			Andy Green	768088885	10				
Dive In	Follow	151569GP	Matthew Guttridge	743506449	30				
			Daniel Hayes	742925626	30				
			Adam Mason	742925724	30				
			Andy Green	768088885	10				
Dive In	The Both Of Us	183321DP	Matthew Guttridge	743506449	33.3				
			Daniel Hayes	742925626	33.3				
			Adam Mason	742925724	33.3				
Dive In	Don't Break Yourself Apart	178082LT	Matthew Guttridge	743506449	20				
			Daniel Hayes	742925626	20				
			Adam Mason	742925724	20				
			Andy Green	768088885	10	Big Life Music			
Dive In	Fool's House	178082LU	Matthew Guttridge	743506449	26.6		Joseph Cross		30
			Daniel Hayes	742925626	26.6				
			Adam Mason	742925724	26.6	Big Life Music	Joseph Cross		20
			Andy Green	768088885	10				
Dive In	Change In The Weather	178073LV	Matthew Guttridge	743506449	33.3				
			Daniel Hayes	742925626	33.3				
			Adam Mason	742925724	33.3				
			Andy Green	768088885	10				
Dive In	Big Talk	178074GS	Matthew Guttridge	743506449	30				
			Daniel Hayes	742925626	30				
			Adam Mason	742925724	30				
			Andy Green	768088885	10				
Dive In	Into The Blue	178077DW	Matthew Guttridge	743506449	33.3				
			Daniel Hayes	742925626	33.3				
			Adam Mason	742925724	33.3				
Dive In	Promise	178079DT	Matthew Guttridge	743506449	33.3				
			Daniel Hayes	742925626	33.3				
			Adam Mason	742925724	33.3				
Dive In	Lost (In The Blue)	178077LU	Matthew Guttridge	743506449	33.3				
			Daniel Hayes	742925626	33.3				
			Adam Mason	742925724	33.3				
Dive In	Windows Down	225326FS	Matthew Guttridge	743506449	33.3				
			Daniel Hayes	742925626	33.3				
			Adam Mason	742925724	33.3				
Dive In	Awake	225326FP	Matthew Guttridge	743506449	33.3				
			Daniel Hayes	742925626	33.3				
			Adam Mason	742925724	33.3				
Dive In	Say Something	225326FR	Matthew Guttridge	743506449	33.3				
			Daniel Hayes	742925626	33.3				
			Adam Mason	742925724	33.3				
Dive In	Rush Of The Night	238035GT	Matthew Guttridge	743506449	30				
			Daniel Hayes	742925626	30				
			Adam Mason	742925724	30		Warren Senior		10

Artist	Title	TuneCode	GSS Writer(s)	CAE	% Share	Other Publisher	Writer(s)	CAE	% Share	Notes
Billy Lockett	Old Man	251708BM	Andy Green	768088885	20					
Billy Lockett	Toxic	251708AV	Andy Green	768088885	20					
Billy Lockett	Never Let You Go	251708BN	Andy Green	768088885	20					
	Afraid Of The Dark	1780748Q	Andy Green	768088885	33.3		Roy Stride Lauren Aquilina			33.3 33.3
Skogsra	Now You See Me	286246GT	Carl England	776229800	100					
Skogsra	Out Of Time	260749KP	Carl England	776229800	100					
Skogsra	Rumours	27366BHS	Carl England	776229800	100					
Skogsra	Hey Lady	322525AS	Carl England	776229800	100					
Oliver Nelson	Found Your Love	228666FR	Carl England	776229800	50		Oliver Nelson			50
Rita Ora - TBC	Need A Little More	NA	Tobias Karlsson	727342347	20.5		Raja Kumari Kurtis McKenzie Oliver Nelson			29.5 29.5 20.05
Rita Ora - TBC	Head Over Heels	NA	Tobias Karlsson	727342347	25		Oliver Nelson TBC			25 50
Tobtok	Beware	151570DR	Tobias Karlsson	727342347	100					
Tobtok	Electric Horror	151570DT	Tobias Karlsson	727342347	100					
Tobtok	Metaphysique	151570DQ	Tobias Karlsson	727342347	100					
Tobtok	Pegasus	151570DU	Tobias Karlsson	727342347	100					
Tobtok	Reincarnation	151570DP	Tobias Karlsson	727342347	100					
Tobtok	Retrograde	151570DS	Tobias Karlsson	727342347	100					
Tobtok	So Magical	151570DV	Tobias Karlsson	727342347	100					
Tobtok	Higher	151570EM	Tobias Karlsson	727342347	50	Warner/Chappell	Emil Gustafsson			50
Tobtok	Savanna	151570DW	Tobias Karlsson	727342347	50	Notting Hill Music	Alan La Porte Gemma Mewse			25 25
Tobtok	Deux	156110CU	Tobias Karlsson	727342347	100					
Tobtok	Free	156110CV	Tobias Karlsson	727342347	50		Tessa Pavilach			50
Tobtok	Savanna (Instrumental)	157558CW	Tobias Karlsson	727342347	100					
Tobtok	Aber	239089DT	Tobias Karlsson	727342347	100					
Tobtok	Shelter	216422EQ	Tobias Karlsson	727342347	50		Alex Mills			50
Tobtok	Something About You	239090GU	Tobias Karlsson	727342347	50		Kelli-Leigh Henry-Davila			50
The Him	Up In The Clouds		Tobias Karlsson	727342347	30		Shaun Smith Steven Rutten Jeroen Kerstens Ollie Green Rory Williams Jed Laidlaw Robin Windran Peter Harper			10 15 15 30 22.5 19.5 17.25 15.75
Sunset Suns	Remember (Tobtok Remix)	254850FP	Tobias Karlsson	727342347	25					
Pretty Sister	West Coast (Tobtok Remix)	258484HW	Tobias Karlsson	727342347	50	Warner Chappell	Zakariah D Stucchi			50
Pretty Sister & Dragonette	Galactic Appeal	260749GQ	Tobias Karlsson	727342347	20		Zakariah Dane Stucchi Martina Sorbara			40 40
MODES	Give You Love Featuring Julie VO	260732FS	Tobias Karlsson	727342347	20		Morten Danielssen Julie Vikestad Olsen			40 40
Tobtok	Rooftops	275788AW	Tobias Karlsson	727342347	50	Notting Hill Music Tileyard Music Tileyard Music	Sam Gray Marli Harwood Sorana Pacurar			30 10 10
John Gibbons	Sunglasses In The Rain	370728GV	Tobias Karlsson	727342347	10	Warner Chappell Bucks Music Buck Music Bucks Music	Gareth Keane Daniel Zak Watts Wayne Whyche Ryan Griffiths			19.5 23.5 23.5 23.5
	Any Evidence	072094LR	Mark Joseph	121829981	100					
	Before I Waste My Time	072094KU	Mark Joseph	121829981	100					
	Bring Me Back Those Memories	072094KN	Mark Joseph	121829981	100					
	Common Courtesy	072094LN	Mark Joseph	121829981	100					
	Fly	428629GC	Mark Joseph	121829981	100					
	Get Through	3870937H	Mark Joseph	121829981	100					
	Give Me	072094KQ	Mark Joseph	121829981	100					
	Lady Lady	4749995P	Mark Joseph	121829981	100					
	Moody Blues	072094KS	Mark Joseph	121829981	100					
	Really Onto Something	072094LM	Mark Joseph	121829981	100					
	Seen Your Soul	072094KR	Mark Joseph	121829981	100					
	The Papers	072094LP	Mark Joseph	121829981	100					
	The River	4286236Y	Mark Joseph	121829981	100					
	To Breathe	072094KW	Mark Joseph	121829981	100					
	Who Wants To Be A Rock N Roll Star	072094KV	Mark Joseph	121829981	100					
	BELIEVABLE	065465CQ	Richard Michalowski	434126976	100					
	FEEL	064181HN	Richard Michalowski	434126976	100					
	HAVE YOU EVER ASKED YOURSELF	064181GT	Richard Michalowski	434126976	50		CASTILLO, JEREMY JOSEPH			50
	HOLD ME, HOLD ME, HOLD ME	065465CR	Richard Michalowski	434126976	50		CASTILLO, JEREMY JOSEPH			50
	LEAVE THIS WORLD	064181GS	Richard Michalowski	434126976	50		CASTILLO, JEREMY JOSEPH			50
	MAYBE	064181HQ	Richard Michalowski	434126976	100					
	STAY LOVE	064181HP	Richard Michalowski	434126976	100					
	THE SAVED	064181HM	Richard Michalowski	434126976	50		CASTILLO, JEREMY JOSEPH			50
	WITH YOU	064181GW	Richard Michalowski	434126976	100					
	SO NEUROTIC	081152GP	Richard Michalowski	434126486	100					
	Break Me Down	9294950X	Nathan Austin	577494003	70	Sony/ATV	Stefano Mazzacani	184935725		30
	Walk Away	078170FU	Nathan Cross Mark Hartley	562483439 121917200	50 50					
	K2	084997EU	Christopher Knight John Hall	646489994 441656362	50 50					
	Higher State	9642488H	Darren Bailey Scott Rosser David Dawood Jodie Connor	573379221 177228061 426496534 610072012	30 30 20 20					

**SCHEDULE 4
SPECIFIED INVESTMENTS**

Company	Number of Shares	Class of Shares
None as at the date of this Deed	N/a	N/a

SCHEDULE 5 COVENANTS

Part 1 – (General covenants)

1. NEGATIVE PLEDGE

The Chargor undertakes that it will not at any time create (or agree to create) or permit to subsist any Lien on or in relation to the Charged Property other than as expressly permitted by the Facility Agreement or Guaranty and Security Agreement.

2. NO DISPOSALS

The Chargor undertakes that it will not at any time dispose of (or agree to dispose of) all or any part of the Charged Property other than as expressly permitted by the Facility Agreement or Guaranty and Security Agreement.

3. PRESERVATION OF CHARGED PROPERTY

The Chargor shall manage its Charged Property in a proper and efficient manner and in particular shall not do, or permit to be done, anything which might in any way depreciate, jeopardise or otherwise prejudice or diminish the value of any of the Charged Property or the effectiveness of the security created by this Deed and shall immediately inform the Administrative Agent of anything which occurs which might have that effect.

4. TITLE DOCUMENTS

4.1 The Chargor shall within 28 days of the date of this Deed deliver (or procure that there are delivered) to the Administrative Agent, the original share certificate in respect of Downtown Copyright Management UK Limited's shares in the Chargor, together with (in form and substance satisfactory to the Administrative Agent) any instrument of transfer or assignment of such shares specified by the Administrative Agent duly executed by each person in whose name such shares are registered or held (with the name of the transferee or assignee, the consideration and the date left blank).

4.2 The Chargor shall promptly deliver (or procure that there are delivered) to the Administrative Agent the original share certificate in respect of any other Investment acquired by it after the date of this Deed, together with (in form and substance satisfactory to the Administrative Agent) any instrument of transfer or assignment of such shares specified by the Administrative Agent duly executed by each person in whose name such shares are registered or held (with the name of the transferee or assignee, the consideration and the date left blank).

5. ENFORCEMENT OF RIGHTS

The Chargor shall use all reasonable endeavours to:

- 5.1 procure the prompt observance and performance by the relevant party of the covenants and other obligations imposed on the Chargor's counterparties, in particular, on the lessor in any Lease comprised in the Charged Property and on the lessee in any Lease; and
- 5.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Administrative Agent may from time to time require, in each case, at the Chargor's cost.

6. INFORMATION AND ACCESS

- 6.1 The Chargor shall deliver to the Administrative Agent from time to time on request such information about its business, the Charged Property and its compliance with the terms of this Deed as the Administrative Agent may reasonably require.

Part 2– Intellectual Property covenants

1. NOTIFICATION

The Chargor shall notify the Administrative Agent with details of all Intellectual Property (including applications for registration) granted to or filed by or on behalf of it that comes into existence after the date of the Deed and shall promptly notify the Administrative Agent of any existing or future contracts for it to acquire (by licence or otherwise) any Intellectual Property.

2. PRESERVATION OF INTELLECTUAL PROPERTY

- 2.1 The Chargor shall take all action which may be necessary to preserve, safeguard and maintain the subsistence and validity of all present and future rights in or relating to its Intellectual Property including, observing all covenants and stipulations relating to such rights and paying all applicable renewal fees, licence fees and other outgoings.
- 2.2 The Chargor shall take such steps as may be necessary (including, without limitation, the instruction of legal proceedings) to prevent third parties infringing any of its Intellectual Property (including but not limited to the Intellectual Property listed next to the name of the Chargor in schedule 3 and the Intellectual Property assigned to the Administrative Agent under clause 3.2).
- 2.3 The Chargor shall not use or permit any of its Intellectual Property to be used in any way which may materially and adversely affect its value.
- 2.4 Without the prior written consent of the Administrative Agent, the Chargor shall not permit any Intellectual Property to be abandoned, cancelled or to lapse and will not sell, assign, transfer, license, mortgage or otherwise dispose of or encumber all or any part of its rights in any Intellectual Property owned by it.

3. REGISTRATION OF INTELLECTUAL PROPERTY

The Chargor shall in respect of (i) the Intellectual Property listed next to the name of the Chargor in schedule 3 and (ii) any future Intellectual Property granted to it at any time after this Deed in each case, promptly file with the patent, trademark or other intellectual property office in the jurisdiction where such Intellectual Property is registered or has been applied for in such form (together with the payment of any required fee) as is necessary to register the existence of this Deed and the rights and interests created by it within any applicable time period. All reasonable costs incurred by either the Chargor or the Administrative Agent (including official fees and legal fees) in connection with such recordals shall be borne by the Chargor.

SCHEDULE 6
NOTICE OF ASSIGNMENT OF ASSIGNED AGREEMENT

Part 1 – Form of notice of assignment to counterparty

[On Chargor's headed notepaper]

To: ***[Name and address of counterparty]***

[DATE]

Dear Sirs

[Name and date of Assigned Agreement]

We refer to an agreement dated [●] and made between us and you (as amended or novated from time to time) (the "**Agreement**").

We give notice that, under a Deed dated _____ 2020 (the "**Deed**") and entered into by us in favour of Truist Bank (as Administrative Agent, as defined in the Deed), we have assigned, by way of security, all our rights under the Agreement including the right to receive any payments due under the Agreement.

Please note the following:

- (a) we shall at all times remain solely liable to you for the performance of all of the obligations assumed by us under or in respect of the Agreement;
- (b) we irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary) to pay any monies payable by you to us under the Agreement to such bank account as the Administrative Agent may from time to time specify in writing;
- (c) all of the powers, discretions, remedies and other rights which would, but for the Deed, be vested in us under and in respect of the Agreement are exercisable by the Administrative Agent;
- (d) we have agreed not to waive any rights under nor amend, novate, rescind or otherwise terminate the Agreement without the prior written consent of the Administrative Agent; and
- (e) we agree that:
 - (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Administrative Agent's prior written consent; and
 - (ii) you are authorised to disclose any information in relation to the Agreement to the Administrative Agent at the Administrative Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Administrative Agent, at 303 Peachtree Street, N.E. Atlanta, Georgia, 30308 marked for the attention of Brett Ross.

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....
DCMUK GSS LIMITED

By: *[name of signatory]*

Part 2 – Form of acknowledgement from counterparties

[On relevant counterparty's headed notepaper]

To: Truist Bank in its capacity as Administrative Agent
 303 Peachtree Street, N.E. Atlanta, Georgia, 30308

[DATE]

Dear Sirs

[Name and date of Assigned Agreement]

We acknowledge receipt of a notice dated _____ 2020 (the "**Notice**") and addressed to us by DCMUK GSS Limited (the "**Chargor**") regarding the Agreement (as defined in the Notice).

We confirm that:

- (a) we consent to the assignment of the Agreement and will comply with the terms of the Notice;
- (b) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Agreement;
- (c) if the Chargor is in breach of any of its obligations, express or implied, under the Agreement or if any event occurs which would permit us to terminate, cancel or surrender the Agreement we will:
 - (i) immediately on becoming aware of it, give you written notice of that breach; and
 - (ii) accept as an adequate remedy for that breach, performance by you of those obligations within 30 days of that notice;
- (d) we will not amend, modify or terminate the Agreement without the prior written consent of the Administrative Agent;
- (e) no waiver of any of the Chargor's rights under, and no amendment, novation, rescission or other termination by the Chargor of, the Agreement shall be effective without the prior written consent of the Administrative Agent; and
- (f) we confirm that we shall not exercise any right of combination, consolidation or set off which we may have in respect of any debt owed to us by the Chargor and we shall send you copies of all statements, orders and notices given by us relating to that debt.

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....
[Name of counterparty]
By: [name of signatory]

SCHEDULE 7
NOTICE OF ASSIGNMENT OF ACCOUNTS

Part 1 – Form of notice of assignment to third party bank

[On Chargor's headed notepaper]

To: ***[Name and address of bank]***

[DATE]

Dear Sirs

Re: Account number [*] (the "Account")

We refer to the Account opened by us with you and hereby give notice that, under a Deed dated _____ 2020 (the "**Deed**") and entered into by us in favour of Truist Bank (as Administrative Agent, as defined in the Deed), we have assigned, by way of security, all our rights in any credit balances on the Account (the "**Balances**") and the indebtedness represented by the Account.

We irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary):

- (a) credit to the Account all interest from time to time earned on the sums of money held in the Account;
- (b) to disclose to the Administrative Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the disclosure), any information relating to the Account which the Administrative Agent may, at any time and from time to time, request;
- (c) at any time and from time to time on receipt by you of any written instruction from the Administrative Agent after the occurrence of an Enforcement Event which is continuing, to release any amount of the Balances and to act in accordance with that instruction (without any reference to or further authority from us and without any enquiry by you as to the justification for the instruction or the validity of the same); and
- (d) to comply with the terms of any written notice, statement or instruction in any way relating or purporting to relate to the Account, the Balances or the indebtedness represented by it or them which you may receive at any time and from time to time from the Administrative Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the notice, statement or instruction or the validity of it).
- (e) We agree that:
 - (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Administrative Agent's prior written consent; and
 - (ii) you are authorised to disclose any information in relation to the Account to the Administrative Agent at the Administrative Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Administrative Agent at 303 Peachtree Street, N.E. Atlanta Georgia 30308 marked for the attention of Brett Ross.

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....
DCMUK GSS LIMITED

By: *[name of signatory]*

Part 2 – Form of acknowledgement from third party bank

[On relevant bank's headed notepaper]

To: Truist Bank in its capacity as Administrative Agent

303 Peachtree Street, N.E. Atlanta Georgia 30308

[DATE]

Dear Sirs

Account number [●] (the "Account")

We acknowledge receipt of a notice dated [●] 2020 (the "**Notice**") and addressed to us by DCMUK GSS Limited (the "**Chargor**") regarding the Account.

We confirm that:

- (a) we consent to the assignment of the Account and will comply with the terms of the Notice;
- (b) there does not exist in our favour, and we undertake not to create, assert, claim or exercise, any mortgage, fixed or floating charge, assignment or other security interest of any kind or any agreement or arrangement having substantially the same economic or financial effect as any of the above (including any rights of counter-claim, rights of set-off or combination of accounts over or with respect to all or any part of the Account and/or the Balances (as defined in the Notice));
- (c) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Account or the Balances; and
- (d) we undertake that, on our becoming aware at any time that any person other than the Administrative Agent has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of the Account or the Balances, we will immediately give written notice of that to the Administrative Agent.

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....
[Name of third party bank]

By: [name of signatory]

**SCHEDULE 8
NOTICE OF CHARGE OF ACCOUNTS**

Part 1 – Form of notice of charge to third party bank

[On Chargor's headed notepaper]

To: ***[Name and address of bank]***

[DATE]

Dear Sirs

Re: Account number [•] (the "Account")

We refer to the Account opened by us with you and hereby give notice that, under a Deed dated _____ 2020 (the "**Deed**") and entered into by us in favour of Truist Bank (as Administrative Agent, as defined in the Deed), we have charged, by way of security, all our rights in any credit balances on the Account (the "**Balances**") and the indebtedness represented by the Account.

We irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary):

- (a) credit to the Account all interest from time to time earned on the sums of money held in the Account;
- (b) to disclose to the Administrative Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the disclosure), any information relating to the Account which the Administrative Agent may, at any time and from time to time, request;
- (c) at any time and from time to time on receipt by you of any written instruction from the Administrative Agent after the occurrence of an Enforcement Event which is continuing, to release any amount of the Balances and to act in accordance with that instruction (without any reference to or further authority from us and without any enquiry by you as to the justification for the instruction or the validity of the same); and
- (d) to comply with the terms of any written notice, statement or instruction in any way relating or purporting to relate to the Account, the Balances or the indebtedness represented by it or them which you may receive at any time and from time to time from the Administrative Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the notice, statement or instruction or the validity of it).
- (e) We agree that:
 - (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Administrative Agent's prior written consent; and
 - (ii) you are authorised to disclose any information in relation to the Account to the Administrative Agent at the Administrative Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Administrative Agent at 303 Peachtree Street N.E. Atlanta Georgia 30308 marked for the attention of Brett Ross.

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....
DCMUK GSS LIMITED

By: *[name of signatory]*

Part 2 – Form of acknowledgement from third party bank

[On relevant bank's headed notepaper]

To: Truist Bank in its capacity as Administrative Agent

303 Peachtree Street N.E. Atlanta Georgia 30308

[DATE]

Dear Sirs

Account number [●] (the "Account")

We acknowledge receipt of a notice dated [●] 2020 (the "**Notice**") and addressed to us by DCMUK GSS Limited (the "**Chargor**") regarding the Account.

We confirm that:

- (a) we consent to the charge of the Account and will comply with the terms of the Notice;
- (b) there does not exist in our favour, and we undertake not to create, assert, claim or exercise, any mortgage, fixed or floating charge, assignment or other security interest of any kind or any agreement or arrangement having substantially the same economic or financial effect as any of the above (including any rights of counter-claim, rights of set-off or combination of accounts) over or with respect to all or any part of the Account and/or the Balances (as defined in the Notice);
- (c) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Account or the Balances; and
- (d) we undertake that, on our becoming aware at any time that any person other than the Administrative Agent has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of the Account or the Balances, we will immediately give written notice of that to the Administrative Agent.

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....
[Name of third party bank]

By: [name of signatory]

SCHEDULE 9
ADMINISTRATIVE AGENT PROVISIONS

Part 1 – Supplementary Security Provisions

In this schedule any reference to the Administrative Agent's rights is a reference to the rights, powers, authorities, discretions, privileges and immunities (a) which gratuitous agents have or may have in England; and (b) which (by way of supplement to the Trustee Act 1925 and the Trustee Act 2000), are set out below:

"Security Assets" means all rights, interests, benefits and other property which are or are intended to be the subject of the security, including without limitation:

- (a) any rights, interests or other property and the proceeds thereof from time to time assigned, transferred, mortgaged, charged, or pledged to or otherwise vested in the Administrative Agent under, pursuant to or in connection with any Loan Document to which the Administrative Agent is a party;
- (b) any security from time to time constituted by or pursuant to or evidenced by any Security Document to which the Administrative Agent is a party;
- (c) any representation, obligation, covenant, warranty or other contractual provision in favour of the Administrative Agent (other than any made or granted solely for its own benefit) made or granted in or pursuant to any of the Loan Documents to which the Administrative Agent is a party;
- (d) any sum which is received or recovered by the Administrative Agent under, pursuant to or in connection with any of the Loan Documents or the exercise of any of the Administrative Agent's powers under or in connection therewith and which is held by the Administrative Agent upon trust on the terms of the Security Documents or any Loan Document to which the Administrative Agent is a party; or
- (e) all income and other sums at any time received or receivable by the Administrative Agent in respect of the Charged Property (or any part thereof) and any guarantee.

- 1. The Administrative Agent may (without any responsibility for any resulting loss) rely on:
 - 1.1 any communication, certificate, legal opinion or other document believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper person;
 - 1.2 any statement made by a director, officer, partner or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify; and/or
 - 1.3 a certificate signed by any one or more persons which, or each of which, is believed by it to be a director or other duly authorised officer of the relevant party to the effect that any particular dealing, transaction, step or thing is, in the opinion of the person so certifying, suitable or expedient or as to any other fact or matter upon which the Administrative Agent may require to be satisfied and shall not be responsible for any loss that may be occasioned by its relying on any such certificate.
- 2. The Administrative Agent may obtain and pay for such legal or other expert advice or services as it may consider necessary or desirable. The Administrative Agent will not be liable to anyone where it has acted in good faith on the opinion or advice of or any information obtained from

any lawyer, accountant, architect, engineer, surveyor, broker, consultant, valuer or other expert (including any auditor), whether obtained by the Administrative Agent or otherwise whether or not the expert's liability in respect thereof is limited by a monetary cap or otherwise.

3. Any opinion, advice or information on which the Administrative Agent relies or intends to rely may be sent or communicated by letter, telex message, facsimile transmission, telephone or any other means. The Administrative Agent shall not be liable for acting on any opinion, advice or information which is so conveyed, even if the opinion, advice or information contains some errors or is not authentic.
4. The Administrative Agent may retain for its own benefit, without liability to account to any other person, any fee or other sum received by it for its own account.
5. The Administrative Agent may accept deposits from, lend money to or provide advisory or other services to or engage in any kind of banking or other business with any party or a subsidiary or associated company of any of them and may do so without any obligation to account to or disclose any such arrangements to any person.
6. The Administrative Agent may exercise any of its rights, powers and discretions and perform any of its obligations under the Security Documents or any of the Loan Documents through its employees or through paid or unpaid Agents, which may be corporations, partnerships or individuals (whether or not lawyers or other professional persons), and shall not be responsible for any misconduct or omission on the part of, or be bound to supervise the proceedings or acts of, any such employee or Agent. Any such Agent which is engaged in any profession or business shall be entitled to charge and be paid all reasonable fees, expenses and other charges for its services.
7. The Administrative Agent may at any time and from time to time delegate, whether by power of attorney or otherwise, to any persons all or any of its rights, powers and discretions and the rights, powers and discretions which are for the time being exercisable by the Administrative Agent under any of the Loan Documents. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate with the consent of the Administrative Agent) as the Administrative Agent may think fit. The Administrative Agent shall not be in any way liable or responsible to any Party or any other person for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.
8. Nothing in this Security Document shall limit the ability of the Administrative Agent to exercise any rights, powers and discretions it may have in its capacity as a Secured Party.
9. The Administrative Agent may refrain from doing anything which would or might in its opinion be contrary to any law of any jurisdiction or any directive or regulation of any agency of any state or which would or might otherwise render it liable to any person and may do anything which is, in its absolute discretion, necessary to comply with any such law, directive or regulation.
10. The Administrative Agent shall not be liable for any omission or defect in, or any failure to preserve or perfect any or all of the security including, without limitation, any failure:
 - 10.1 to obtain any licence, consent or other authority required for the execution, delivery, validity, legality, adequacy, performance, enforceability or admissibility in evidence of any Loan Document;
 - 10.2 to register or submit for registration any Loan Document or other document or any security created thereby, or to file or caused to be entered any notice, caution or other entry, in any applicable register or with any applicable agency or authority;

- 10.3 to require the deposit with it of any deed or document certifying, evidencing or constituting the title of any Secured Party to any or all of the Security Assets; or
- 10.4 to require any further assurances in relation to any of the security.
11. The Administrative Agent may accept without enquiry such evidence of title as any Secured Party may have to any or all of the Charged Property and shall not be liable for any failure or omission to ascertain or investigate the title of any Secured Party or any other person to any or all of the Security Assets.
12. The Administrative Agent and every Receiver, delegate, sub-delegate, attorney, Agent or other person appointed under this Deed or any of the Loan Documents may indemnify itself out of the Charged Property against all proceedings, claims and demands which may be made or taken against it and all costs, charges, damages, expenses and liabilities which it may suffer or incur unless suffered or incurred by reason of its own gross negligence or wilful misconduct.
13. The Administrative Agent may (without any obligation to insure and at the cost and expense of the relevant Secured Party) place this Deed, any title deeds and other documents certifying, evidencing or constituting the title to any of the Charged Property in any safe deposit, safe or other receptacle selected by the Administrative Agent or with any bank, financial institution or other company or lawyer or law firm believed by it to be of good repute. The Administrative Agent may in its absolute discretion make any such arrangements as it thinks fit for allowing any Secured Party or its lawyers or auditors or other advisers access to or possession of any such title deeds and other documents. The Administrative Agent shall not be responsible for any loss which may result arising out of any such deposit, access or possession.
14. Pending appropriation and distribution under clause 28 and without responsibility for any loss or any reduction in return which may result from its so doing, the Administrative Agent may credit any sum received, recovered or held by it in respect of the Charged Property in such a suspense or other account as the Administrative Agent thinks fit or invest or place on deposit such sum in the name of or under the control of the Administrative Agent in any investment for the time being authorised by English law for the investment by Agents of trust moneys or with such bank or financial institution (including the Administrative Agent) as the Administrative Agent may think fit. The Administrative Agent may at any time in its absolute discretion vary, exchange, transfer or transpose any such investments or deposits for or into other such investments or deposits. Any investment made by the Administrative Agent may, at its discretion, be made or retained in the name of a nominee.
15. The Administrative Agent shall not be obliged to monitor or enquire as to whether or not an Event of Default has occurred and will not be deemed to have knowledge of the occurrence of an Event of Default unless it has actual knowledge or express notice thereof.
16. Neither the Administrative Agent nor any of its officers, employees or Agents makes, or shall at any time be deemed to make, any representation or warranty (express or implied) as to or be responsible or liable to any person for:
- 16.1 the adequacy, accuracy or completeness of any representation, warranty, statement or information contained in this Deed or any Loan Document, notice, report or other document, statement or information circulated, delivered or made to any Secured Party whether orally or otherwise and whether before, on or after the date of this Deed;
- 16.2 the execution, delivery, validity, legality, priority, ranking, adequacy, performance, enforceability or admissibility in evidence of this Deed or any Loan Document or any other document referred to in paragraph 16.1 above or of any Lien created thereby or any obligations imposed thereby or assumed thereunder; or

- 16.3 anything done or not done by it or any of them under or in connection with this Deed or the Loan Documents save in the case of its or their gross negligence or wilful misconduct.
17. Where the disposal of any or all of the Charged Property is permitted under or consented to in accordance with any applicable Loan Document, the Administrative Agent shall release such Charged Property from the Lien to which it is subject, but the Administrative Agent shall not be required to affect such release if it determines that such release will materially prejudice the interests of the Secured Parties or any of them.
18. The Administrative Agent shall not have any duty to ensure that any payment or other financial benefit in respect of any of the Charged Property is duly and punctually paid, received or collected as and when the same becomes due and payable or to procure that the correct amounts (if any) are paid or received or to ensure the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accrued 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 of the Security Assets.
19. If instructed by the Lenders, the Administrative Agent shall exercise its rights, powers and discretions in making of any modification to a Security Document which (a) relates to administrative matters or is a technical amendment arising out of a manifest error and (b) would not in the Administrative Agent's opinion materially prejudice the Secured Parties.
20. The Administrative Agent as between itself and the other Secured Parties hereto shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Deed or any Security Document and any such determination shall in the absence of manifest error, be conclusive and shall bind the Administrative Agent and the other Secured Party hereto.
21. Any consent given by the Administrative Agent for the purposes of this Deed may be given on such terms and subject to such conditions (if any) as the Administrative Agent may require.
22. The Administrative Agent shall not (unless required by law or ordered so to do by a court of competent jurisdiction) be required to (a) disclose to any Secured Party any credit or other information (other than information in the Administrative Agent's possession specifically concerning the Security Documents) with respect to the financial condition or affairs of any other Loan Party or any of their related entities whether coming into its or any of its affiliates possession before or on the entry into this Deed or at any time thereafter or (b) request any certificates or other documents from any other Loan Party unless specifically requested to do so by a Lender in accordance with this Deed or any of the Loan Documents.
23. Nothing contained in this Deed shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

Part 2 – Appointment and Retirement of Administrative Agent

1. The Administrative Agent shall, at any time and for any purpose or reason whatsoever, have power to appoint any person to act either as a new or additional Administrative Agent, or as co-Administrative Agent jointly with the Administrative Agent, with (subject to the provisions of this Deed) such of the Administrative Agent's Rights (including the right to reasonable remuneration and indemnity), duties and obligations vested in the Administrative Agent by this Deed or any Security Document as shall be conferred or imposed by the instrument of its appointment.
2. The Administrative Agent shall have power to remove any such new or additional administrative

agent or co-security agent for any reason whatsoever.

3. Whenever there shall be more than one Administrative Agent under this Deed any reference to "Administrative Agent" shall be construed as a reference to those Agents or such of them as the context requires.
4. Whenever there shall be more than two Administrative Agents under this Deed, the majority of such Administrative Agents shall be competent to execute and exercise all the duties, powers, authorities and discretion vested in the Administrative Agent by this Deed, the Security Documents and general law.

EXECUTED as a deed by *Andria Begun*
Director and Director)
each duly and irrevocably authorised for and on)
behalf of DCMUK GSS LIMITED)



(Signature page to DCMUK GSS Debenture)

EXECUTED as a deed by)
Director and ... *A. Ian Goodale* Director,)
each duly and irrevocably authorised for and on)
behalf of DCMUK GSS LIMITED)

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)
)

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SIGNED by)
Brett Ross, Senior Vice President)
Administrative Agent, duly authorised for and on)
behalf of **TRUIST BANK**)

