



Registration of a Charge

Company Name: **CONCORD RECORDED MUSIC HOLDINGS LIMITED**

Company Number: **13654714**



Received for filing in Electronic Format on the: **09/01/2023**

XBUUXLUR

Details of Charge

Date of creation: **22/12/2022**

Charge code: **1365 4714 0001**

Persons entitled: **THE BANK OF NEW YORK MELLON (AS TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)).**

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

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

CLARA FONG (DLA PIPER UK LLP)



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13654714

Charge code: 1365 4714 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2022 and created by CONCORD RECORDED MUSIC HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th January 2023 .

Given at Companies House, Cardiff on 10th January 2023

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

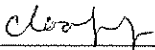


Companies House



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

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


Date: 9 JANUARY 2023
DLA Piper UK LLP

Execution Version

Debenture

The Companies named in this Deed as Chargors
The Bank of New York Mellon as Trustee

Dated ²²_____ December 2022



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This Debenture ("Deed") is made on 22 December 2022

Parties

- (1) The Companies listed in Schedule 1 to this Deed (the **Chargors**); and
- (2) The Bank of New York Mellon as trustee for the Secured Parties (as defined below) (in such capacity, the **Trustee**).

It is agreed:

1 Definitions and interpretation

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Indenture (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and
- (b) at all times the following terms have the following meanings:

Accession Deed means an accession deed substantially in the form set out in Schedule 4 (*Form of Accession Deed*);

Account Bank means any bank or other financial institution with which any Charged Account is maintained from time to time;

Act means the Law of Property Act 1925;

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

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

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

Charged Accounts means each of the bank accounts listed in Schedule 2 (*Details of Charged Property*) and any account opened or maintained by a Chargor from time to time in the United Kingdom with any of the banks listed in Schedule 2 (*Details of Charged Property*) or any other bank or financial institution or any other person (and any replacement account or subdivision or subaccount of that account);

Charged Property means all the assets and undertaking of the Chargors which from time to time are the subject of the Debenture Security (and references to the Charged Property shall include references to any part of it).

Charged Securities means the Shares and the Investments and all present and future Related Rights accruing to all or any of the Shares and Investments;

Chargors means:

- (a) the Chargors; and
- (b) any other entity which accedes to this Deed pursuant to an Accession Deed;

Collateral Exclusions means "Collateral Exclusions" as defined in the Indenture.

Collateral Rights means all rights, powers and remedies of the Trustee or the other Secured Parties provided by or pursuant to this Deed or by law.

Debenture Security means the Security created or evidenced by or pursuant to this Deed or any Accession Deed.

Delegate means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Trustee or by a Receiver.

Event of Default means an "Event of Default" as defined in the Indenture;

Holdings means Concord Music Royalties Holdings, LLC, a Delaware limited liability company;

Insurances means all policies of insurance (and all cover notes) which are at any time held or written in favour of a Chargor or in which a Chargor from time to time has an interest, but excluding such policies of insurance to the extent that they relate to third party liabilities or are directors and officers insurance;

Indenture means the base indenture dated on or around the time of this Deed and entered into by Concord Music Royalties, LLC as issuer and The Bank of New York Mellon as trustee and calculation agent;

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

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),

including, without limitation, the intellectual property rights (if any) specified in Part 3 of Schedule 2 (*Details of Charged Property*);

Investments means:

- (a) all present and future stocks, shares, loan capital, debentures, bonds, investments, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and

- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in paragraphs (a) and (b),

in each case whether held legally or beneficially, directly by or to the order of a Chargor or by any trustee, nominee, fiduciary or clearing system on such Chargor's behalf;

Music Products means "Music Products" as defined in the Indenture;

Music Rights Agreements means any license agreements, songwriter agreements, publishing agreements, co-publishing agreements, administration agreements, recording artist agreements, music rights acquisition agreements, producer agreements, distribution agreements, production agreements, acquisition agreements, assignments, or any other agreements to publish, administer, license, sublicense, distribute, control, receive income from, distribute, perform, display, reproduce or otherwise exploit Music Products;

Notes means "Notes" as defined in the Indenture;

Party means a party to this Deed;

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property appointed by the Trustee under this Deed;

Related Rights means, in relation to any Charged Securities:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities;
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

Secured Obligations means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Securitization Entity to the Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Transaction Document (including all monies covenanted to be paid under this Deed);

Secured Parties means "Secured Parties" as defined in the Indenture;

Security means "Lien" as defined in the Indenture;

Security Interest means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

Security Period means the period beginning on the date of this Deed and ending on the date on which:

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

Securitization Entities means "Securitization Entities" as defined in the Indenture;

Shares means all present and future shares owned by a Chargor in the Securitization Entities (other than Holdings) including but not limited to the shares, if any, specified as belonging to a

Chargor in Part 1 (*Shares*) of Schedule 2 (*Details of Charged Property*), but at all times excluding any shares held by a Chargor in a non UK Securitization Entity or any other non-UK registered entity; and

Transaction Documents means "Transaction Documents" as defined in the Indenture.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **Chargor**, the **Trustee** or any other **Secured Party** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Trustee, any person for the time being appointed as Trustee in accordance with the Transaction Documents;
 - (ii) **this Deed**, the **Indenture**, any other **Transaction Document** or any other agreement or instrument is a reference to this Deed, the Indenture, that other Transaction Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Securitization Entities or any other person or provides for further advances);
 - (iii) **Secured Obligations** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any of the Chargors;
 - (iv) an Event of Default that is **continuing** shall be construed as meaning an Event of Default that has neither been waived in writing by the Trustee nor remedied;
 - (v) including or includes means including or includes without limitation; and
 - (vi) a provision of law is a reference to that provision as amended or re-enacted.
- (b) References to clauses and the Schedule are to be construed, unless otherwise stated, as references to clauses and the Schedule of this Deed and references to this Deed include its schedule.
- (c) Clause and schedule headings are for convenience only and shall not affect the construction of this Deed.
- (d) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
 - (i) must be complied with at all times during the Security Period; and
 - (ii) is given by such Chargor for the benefit of the Trustee on behalf of the Secured Parties.
- (e) If the Trustee reasonably considers that an amount paid by any Securitization Entity to a Secured Party under a Transaction Document is capable of being avoided or otherwise set aside on the liquidation or administration of such Securitization Entity, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) The singular includes the plural and vice versa.

- (g) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Trustee

- (a) All provisions of the Indenture relating to the exercise by the Trustee of its powers, trusts, authorities, duties, rights and discretions shall apply *mutatis mutandis*, to the discharge by the Trustee of its powers, trusts, authorities, duties, rights and discretions under this Deed.
- (b) Any reference in this Deed to an action of the Trustee shall be construed as a reference to the Trustee acting on the written instructions of the Secured Parties, with the benefit of the protections in the Indenture, and without limitation, any reference to an authorisation, discretion, approval or consent of, or a determination by the Trustee shall be construed as a reference to the authorisation, discretion, approval or consent of the Secured Parties.

1.5 Trust

All Security Interests and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Trustee are made, created and entered into in favour of the Trustee as trustee for the Secured Parties from time to time on the terms of the Indenture.

1.6 Third party rights

Save as expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

2 Covenant to pay

2.1 Covenant to pay

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Trustee that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Transaction Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

3 Grant of security

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed (including for the avoidance of doubt pursuant to any Accession Deed) are created or made:

- (a) in favour of the Trustee;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

4 Fixed security

4.1 Fixed charges

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it or in which it from time to time has an interest (but excluding any Collateral Exclusions):

- (a) by way of first fixed charge all plant and machinery and the benefit of all contracts, licences and warranties relating to the same;
- (b) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(a)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,other than any which are for the time being party of any Chargor's stock-in-trade or work-in-progress;
- (c) by way of first fixed charge:
 - (i) the Shares (if any) referred to opposite its name in Part 1 (*Shares*) of Schedule 2 (*Details of Charged Property*);
 - (ii) all other Charged Securities (not charged by clause 4.1(c)(i)),in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities;
- (d) by way of first fixed charge, the Charged Accounts and all monies at any time standing to the credit of the Charged Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

- (e) by way of first fixed charge:
 - (i) the Intellectual Property (if any) specified in Part 3 (*Intellectual Property*) of Schedule 2 (*Details of Charged Property*); and
 - (ii) all other Intellectual Property (if any) (not charged by clause 4.1(e)(i));
- (f) by way of first fixed charge, all of its rights, title and interest from time to time in and to the Music Rights Agreements;
- (g) by way of first fixed charge, all of its rights, title and interest from time to time in and to all Insurances and all claims under the Insurances and all proceeds of the Insurances;
- (h) by way of first fixed charge, all of its rights, title and interest from time to time in and to all other Book Debts;
- (i) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor.

5 Floating charge

5.1 Floating charge

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge pursuant to clause 4.1 (*Fixed charges*) or any other provision of this Deed.

5.2 Priority of floating charge

The floating charge created by clause 5.1 above shall be deferred in point of priority to all fixed security validly and effectively created by the Chargors under this Deed or the other Transaction Documents in favour of the Trustee as trustee for the Secured Parties as continuing Security for the Secured Obligations.

6 Conversion of floating charge

6.1 Conversion by notice

The Trustee may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if:

- (a) an Event of Default has occurred; or
- (b) the Trustee (acting reasonably) considers any Charged Property to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

6.2 Part A1 Moratorium

- (a) The floating charge created under this Deed by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under Part A1 of the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation)) in respect of such Chargor.

- (b) Clause 6.2(a) does not apply to a floating charge created under this Deed which falls within any of the categories described in section A52(4) of the Insolvency Act 1986.

6.3 Automatic conversion

Each floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Charged Property of a Chargor which is subject to that floating charge if:
 - (i) such Chargor creates any Security which is prohibited by the Transaction Documents on or over the relevant Charged Property without the prior written consent of the Trustee; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Charged Property which constitutes an Event of Default pursuant to the Indenture; and
- (b) over all Charged Property of the Chargor which granted that floating charge if an administrator is appointed in respect of such Chargor or the Trustee receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

6.4 Partial conversion

The giving of a notice by the Trustee pursuant to clause 6.1 (*Conversion by notice*) in relation to any asset or class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Trustee to serve similar notices in respect of any other asset or class of assets or of any other right of the Trustee and/or the other Secured Parties.

7 Continuing security

7.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. Subject to clause 33 (*Release*), this Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Trustee may at any time hold for any Secured Obligation.

7.3 Right to enforce

This Deed may be enforced against each or any Chargor without the Trustee first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it or any of them.

8 Charged Securities

8.1 Delivery of share certificates

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

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

8.2 Delivery of stock notes

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

8.3 Shares: before Event of Default

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

- (a) receive all dividends, interest and other monies in respect of and deriving from its Shares; and
- (b) exercise all voting and other rights in relation to its Shares.

8.4 Shares: after Event of Default

- (a) At any time while an Event of Default is continuing, the Trustee may, at its discretion (in the name of the relevant Chargor or otherwise and without any further consent or authority from such Chargor), or may direct the relevant Chargor (and such Chargor shall, and shall procure that it or its nominees shall, comply with such direction) to:
 - (i) exercise (or refrain from exercising) any voting rights in respect of that Chargor's Shares;
 - (ii) pay all dividends, interest and other moneys arising from that Chargor's Shares to the Trustee for application in accordance with clause 19 (*Application of proceeds*);
 - (iii) transfer that Chargor's Shares into the name of such nominee(s) of the Trustee as it shall require; and
 - (iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of that Chargor's Shares,

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

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

8.5 Investments: delivery of documents of title

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

8.6 Investments: exercise of rights

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

- (a) receive all dividends, interest and other monies in respect of and deriving from its Shares; and
- (b) exercise all voting and other rights in relation to its Shares.

8.7 Charged Securities: payment of calls

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

8.8 National Security and Investment Act

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

9 Accounts

9.1 Notices of charge

To the extent a notice of charge in the form set out in Schedule 3 (*Form of notice to and acknowledgement from Account Bank*) (or such other form as the relevant Chargor and Trustee may agree) has not already been served in respect of a Charged Account of a Chargor which is located in the United Kingdom, that Chargor shall, if requested by the Trustee after an Event of Default which is continuing, promptly deliver to the Account Bank (or procure delivery of) a notice of charge in the form set out in Schedule 3 (*Form of notice to and acknowledgement from Account Bank*) (or such other form as the relevant Chargor and Trustee may agree) duly executed by, or on behalf of, that Chargor, in respect of that Charged Account (failing which the Trustee may issue such notices).

9.2 Accounts: operation before Event of Default

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

9.3 Accounts: operation after Event of Default

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

9.4 Accounts: application of proceeds

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

10 Book Debts

10.1 Dealing with Book Debts

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

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

10.2 Release of Book Debt proceeds: before Event of Default

While no Event of Default is continuing, the proceeds of the realisation of the Book Debts shall (subject to any restriction on the application of such proceeds contained in this Deed or any other Transaction Document), upon such proceeds being credited to a Charged Account, be released from any fixed charge created pursuant to Clause 4.1 (*Fixed charges*) and the Chargors shall be entitled to withdraw such proceeds from such Charged Account provided that such proceeds shall continue to be subject to the floating charge created pursuant to Clause 5 (*Floating charge*) and the terms of this Deed.

11 Insurances

11.1 Insurances – application of insurance proceeds

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

- (a) while no Event of Default is continuing, be applied in a manner not prohibited by the Indenture;
- (b) while an Event of Default is continuing, be held by the relevant Chargor upon trust for the Trustee pending payment to the Trustee for application in accordance with clause 19 (*Application of proceeds*).

12 Liability of Chargors relating to Charged Property

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to its Charged Property. The Trustee is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

13 Negative pledge and Disposals

13.1 Negative pledge and Disposals

No Chargor shall do or agree to do any of the following without the prior written consent of the Trustee:

- (a) create or permit to subsist any Security Interest on any Charged Property which is prohibited by the Indenture; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Charged Property which is prohibited by the Indenture.

14 Power to remedy

14.1 Power to remedy

If at any time a Chargor does not comply with any of its obligations under this Deed, the Trustee (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Trustee and its employees and agents by way of security to do all such things (including entering the property of such Chargor upon reasonable notice and during business hours) which are necessary or desirable to rectify that default.

14.2 Mortgagee in possession

The exercise of the powers of the Trustee under this clause 14 shall not render it liable as a mortgagee in possession.

14.3 Monies expended

The relevant Chargor shall pay to the Trustee on demand any monies which are expended by the Trustee in exercising its powers under this clause 14.

15 When security becomes enforceable

15.1 When enforceable

The Debenture Security shall become enforceable upon the occurrence and during the continuance of an Event of Default of which a Responsible Officer of the Trustee has received written notice.

15.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default for so long as such Event of Default is continuing.

15.1 Enforcement

While the Debenture Security is enforceable, the Trustee may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

16 Enforcement of security

16.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

16.2 Powers of leasing

The statutory powers of leasing conferred on the Trustee are extended so as to authorise the Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Trustee may think fit and without the need to comply with section 99 or 100 of the Act.

16.3 Powers of Trustee

- (a) At any time while the Debenture Security is enforceable (or if so requested by any Chargor by written notice at any time), the Trustee may without further notice (unless required by law):
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Charged Property and/or of the income of the Charged Property; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor; and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver.
- (b) The Trustee is not entitled to appoint a Receiver in respect of any Charged Property of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Part A1 of the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium, including any preliminary decision or investigation) in respect of such Chargor, unless the floating charge falls within any of the categories described in section A52(4) of the Insolvency Act 1986.

16.4 Redemption of prior mortgages

- (a) At any time while the Debenture Security has become enforceable, the Trustee may:
 - (i) redeem any prior Security Interest against any Charged Property; and/or
 - (ii) procure the transfer of that Security Interest to itself; and/or
 - (iii) settle and pass the accounts of the holder of any prior Security Interest and any accounts so settled and passed shall be conclusive and binding on each Chargor.

- (b) All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Trustee on demand.

16.5 Privileges

- (a) Each Receiver and the Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Charged Property constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Trustee shall have the right after the Debenture Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 16.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Trustee reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

16.6 No liability

- (a) Neither the Trustee nor any Receiver or Delegate shall be liable (A) in respect of all or any part of the Charged Property or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 16.6(a), neither the Trustee nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Charged Property, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

16.7 Protection of third parties

No person (including a purchaser) dealing with the Trustee or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Trustee or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under any Transaction Document; or
- (d) how any money paid to the Trustee or to the Receiver is to be applied.

17 Receiver

17.1 Removal and replacement

The Trustee may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it

may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

17.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Charged Property and/or the income of the Charged Property, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

17.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Trustee (or, failing such agreement, to be fixed by the Trustee).

17.4 Payment by Receiver

Only monies actually paid by a Receiver to the Trustee in relation to the Secured Obligations shall be capable of being applied by the Trustee in discharge of the Secured Obligations.

17.5 Agent of Chargors

Any Receiver shall be the agent of the relevant Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Trustee shall not incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

18 Powers of Receiver

18.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Trustee by clause 16.3 (*Powers of Trustee*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in Schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

18.2 Additional powers

In addition to the powers referred to in clause 18.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Charged Property and/or income in respect of which he was appointed;
- (b) to manage the Charged Property and the business of any Chargor as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Property in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
 - (i) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (ii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Charged Property by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Charged Property and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Charged Property as he shall think fit (or as the Trustee shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more subsidiaries of any Chargor and to transfer to any such subsidiary all or any part of the Charged Property;
- (l) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Charged Property;
 - (ii) exercise in relation to each Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property; and
 - (iii) use the name of any Chargor for any of the above purposes; and
- (m) to do all such other acts and things as he may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.

19 Application of proceeds

19.1 Application

All monies received by the Trustee or any Receiver after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security) be applied in the following order:

- (a) **first**, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Trustee or any Receiver or Delegate and of all remuneration due to the Receiver in connection with this Deed or the Charged Property;
- (b) **secondly**, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 19.3 (*Appropriation and suspense account*); and
- (c) **thirdly**, in payment of any surplus to any Chargor or other person entitled to it.

19.2 Contingencies

If the Debenture Security is enforced at a time when no amounts are due under the Transaction Documents (but at a time when amounts may become so due), the Trustee or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Trustee usually grants for accounts of that size and nature).

19.3 Appropriation and suspense account

- (a) Subject to clause 19.1 (*Application*), the Trustee shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine, provided, however, that any such payments in respect of amounts due on the Notes will be made in accordance with the priorities set forth in the Indenture.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Trustee under or in connection with this Deed may at the discretion of the Trustee be credited to a separate interest-bearing suspense account for so long as the Trustee determines (with interest accruing thereon at such rate (if any) as the Trustee usually grants for accounts of that size and nature) without the Trustee having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would be sufficient to discharge all Secured Obligations in full.

20 Set-off

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

21 Delegation

Each of the Trustee and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed

upon any terms (including power to sub-delegate) which it may think fit. Neither the Trustee nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

22 Further assurances

- (a) Each Chargor shall at its own expense, promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Trustee or a Receiver may reasonably specify (and in such form as the Trustee or a Receiver may reasonably require) in favour of the Trustee, a Receiver or its nominees in order to:
- (i) perfect the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies exercisable by the Trustee or any Receiver or any Delegate in respect of any Charged Property or provided by or pursuant to this Deed or by law; and/or
 - (ii) confer on the Trustee, any Receiver or the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
 - (iii) following the occurrence of an Event of Default which is continuing, facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture Security.

23 Power of attorney

Each Chargor, by way of security, irrevocably and severally appoints the Trustee, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or the Debenture Security has become enforceable which such Chargor is obliged to take under this Deed, including under clause 21 (*Delegation*). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

24 Currency conversion

All monies received or held by the Trustee or any Receiver under this Deed may be converted from their existing currency into such other currency as the Trustee or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Trustee's spot rate of exchange for the purchase of the relevant currency in the London foreign exchange market on the relevant day. Each Chargor shall indemnify the Trustee against all costs, charges and expenses incurred in relation to such conversion. Neither the Trustee nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

25 Changes to the parties

25.1 Chargors

No Chargor may assign any of its rights or obligations under this Deed.

25.2 Trustee

The Trustee may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Trustee in accordance with the Indenture. Each Chargor shall,

promptly after being requested to do so by the Trustee, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

25.3 Accession Deed

Each Chargor:

- (a) consents to new Securitization Entities becoming Chargors as contemplated by the Transaction Documents; and
- (b) irrevocably authorises Concord Copyrights Limited to agree to and sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor.

26 Miscellaneous

26.1 New accounts

- (a) If the Trustee receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security Interest which is prohibited by the Indenture affecting any Charged Property and/or the proceeds of sale of any Charged Property or any guarantee under the Transaction Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Trustee will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

26.2 Tacking

- (a) Each Secured Party shall perform its obligations under the Transaction Documents (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

26.3 Protective clauses

Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by the Trustee which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to the Trustee).

26.4 Waiver of Defences

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

- (a) any time, waiver or consent granted to, or composition with, any Securitization Entity or other person;
- (b) the release of any other Securitization Entity or any other person under the terms of any composition or arrangement with any creditor of any member of the Securitization Entity's group;

- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Securitization Entity or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Securitization Entity or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (in each case however fundamental and of whatsoever nature and whether or not more onerous) or replacement of a Transaction Document or any other document, security or of the Secured Obligations including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Transaction Document or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document, or security or of the Secured Obligations; or
- (g) any insolvency or similar proceedings.

27 Notices

Any notices given under or in connection with this Deed shall be effected in the manner provided for in the Indenture, provided that any such notice, request or demand to or upon a Chargor shall be addressed to such Chargor at its notice address set forth on its signature page to this Deed.

28 Calculations and certificates

Any certificate of or determination by the Trustee specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates.

29 Partial invalidity

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

30 Remedies and waivers

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

31 Amendments and waivers

Any provision of this Deed may be amended only if the Trustee and the Chargors so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Trustee

so agrees in writing. A waiver given or consent granted by the Trustee under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

32 Counterparts

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

33 Release

33.1 Release

Upon the expiry of the Security Period (but not otherwise) the Trustee shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Charged Property from the Debenture Security.

33.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

34 Governing law

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

35 Enforcement and Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 35 is for the benefit of the Trustee only. As a result, the Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Trustee may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been duly executed by each Chargor as a deed and duly executed by the Trustee and has been delivered on the first date specified on page 1 of this Deed by each Chargor.

Schedule 1 The Chargors

Company name	Registered number	Registered office
Concord Recorded Music Holdings Limited	13654714	Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Concord Recorded Music UK Limited	03194604	Concord Music, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
CSPAC 2.0 Recordings UK Limited	14293097	Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Concord RM Assets 1 Limited	07613691	Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Concord Copyrights Aldwych Limited	12707579	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Concord Copyrights Limited	06432269	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Concord FTV Limited	08582599	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Concord Entertainment Limited	02180214	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Concord Copyrights London Limited	01276874	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Concord Copyright Management Limited	01511400	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Concord Copyrights Publishing Limited	04063621	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Concord Songs Limited	00891935	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Grantsville Publishing Limited	03269192	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN

M56 Publishing Limited	02913197	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Street Music Limited	01316847	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Take Out Music Publishing Limited	01667754	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
CSPAC 2.0 Comps UK Limited	14293159	Boosey & Hawkes, Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Concord CM UK Limited	09794342	Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN
Strictly Confidential (UK) Limited	03693936	Aldwych House, 71-91 Aldwych, London, United Kingdom, WC2B 4HN

Schedule 2 Details of Charged Property

Part 1 Shares

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Concord Recorded Music UK Limited	CSPAC 2.0 Recordings UK Limited	Ordinary	100 shares of £1.00 each
Concord Recorded Music Holdings Limited	Concord RM Assets 1 Limited	Ordinary	100 shares of £1.00 each
Concord Copyrights Limited	Concord FTV Limited	A Ordinary	51 A ordinary shares of £1.00 each
		Preference	49 preference shares of £1.00 each
Concord Copyrights Limited	Concord Entertainment Limited	A Ordinary	75 A ordinary shares of £1.00 each
		B Ordinary	25 B ordinary shares of £1.00 each
Concord Copyrights Limited	Concord Copyrights London Limited	Ordinary	100 shares of £1.00 each
Concord Copyrights Limited	Concord Copyright Management Limited	Ordinary	100 shares of £1.00 each
Concord Copyrights Limited	Concord Copyrights Publishing Limited	A Ordinary	50 A ordinary shares of £1.00 each
		B Ordinary	50 B ordinary shares of £1.00 each
Concord Copyrights Limited	Concord Songs Limited	Ordinary	100 shares of £1.00 each
Concord Copyrights Limited	Grantsville Publishing Limited	Ordinary	100 shares of £1.00 each
Concord Copyrights Limited	M56 Publishing Limited	Ordinary	100 shares of £1.00 each
Concord Copyrights Limited	Street Music Limited	Ordinary	100 shares of £1.00 each
Concord Copyrights Limited	Take Out Music Publishing Limited	Ordinary	100 shares of £1.00 each
Concord Copyrights Limited	CSPAC 2.0 Comps UK Limited	Ordinary	100 shares of £1.00 each

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Concord Copyrights Limited	Concord CM UK Limited	Ordinary	100 shares of £1.00 each

Part 2 Accounts

Account Holder	Account Number	Sort Code	Account bank address
Concord Copyrights Limited	977 (Euro)		Barclays Bank plc, 1 Churchill Place, London E14 5HP
Concord Copyrights Limited	322 (Dollar)		Barclays Bank plc, 1 Churchill Place, London E14 5HP
Concord Copyrights Limited	364 (Sterling)		Barclays Bank plc, 1 Churchill Place, London E14 5HP
Concord Recorded Music UK Limited	414		JPMorgan Chase Bank N.A., London Branch 25 Bank Street, Canary Wharf, London, E14 5JP UK

Part 3 Intellectual Property

Not available.

Schedule 3 Form of notice to and acknowledgement from Account Bank

Part 1 Form of notice of charge to Account Bank

To: *[insert name and address of Account Bank]*

Dated: [****] 20[****]

Dear [****]

We hereby give notice that, by a debenture dated [****] December 2022 (the **Debenture**) we have charged to The Bank of New York Mellon (the **Trustee**) as trustee for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to the following accounts in our name with you, all monies from time to time standing to the credit of those accounts and all interest from time to time accrued or accruing on those accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you:

[Insert details of accounts] (together the **Accounts**).

[For the purposes of this notice and the attached acknowledgement, the term **Event of Default** has the meaning given to that term in the Debenture.]

We hereby irrevocably instruct and authorise you:

- 1 to credit to each Account all interest from time to time earned on the sums of money held in that Account;
- 2 to disclose to the Trustee, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Trustee may, at any time and from time to time, request you to disclose to it;
- 3 to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Trustee;
- 4 to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Trustee at any time and from time to time; and
- 5 to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Trustee without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.

[For the avoidance of doubt, the Trustee shall not be entitled to exercise any of its rights pursuant to or in connection with paragraphs 3 and 4 and shall not be entitled to serve any notice or give any instruction pursuant to paragraph 5 unless and until an Event of Default has occurred (as notified to you in writing by the Trustee).]

OR

[By countersigning this notice, the Trustee confirms that we may make withdrawals from the Accounts until such time as the Trustee shall notify you in writing that its rights have become enforceable in accordance with the terms of the Debenture and that its permission is withdrawn, whereupon we will

not be permitted to withdraw any amounts from any Account without the prior written consent of the Trustee.]

These instructions cannot be revoked or varied without the prior written consent of the Trustee.

This notice, any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Trustee with a copy to ourselves.

Yours faithfully

By _____
for and on behalf of
[**relevant Chargor**]

[By _____
for and on behalf of the Trustee]

Part 2 Form of acknowledgement from Account Bank

To: [insert name and address of Trustee]

Dated: [****] 20[****]

Dear [****]

We confirm receipt of a notice dated [****] 20[****] (the **Notice**) from [relevant Chargor] (the **Company**) of a charge upon the terms of a Debenture dated [****] December 2022, over all the Company's present and future right, title and interest in and to the following accounts with us in the name of the Company together with all monies standing to the credit of those accounts and all interest from time to time accrued or accruing on those accounts, any investment made out of any such monies or account and all rights of repayment of any of the foregoing by us:

[****] (together the **Accounts**).

We confirm that:

- 1 we accept the instructions and authorisation contained in the Notice and undertake to comply with its terms;
- 2 we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest;
- 3 we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums;
- 4 [we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories;]

OR

- 5 [until you notify us in writing that withdrawals are prohibited, the Company may make withdrawals from the Accounts; upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories]; and
- 6 we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

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

Yours faithfully

By _____
for and on behalf of
[Account Bank]

Schedule 4 Form of Accession Deed

THIS ACCESSION DEED is made on

20[****]

BETWEEN

- (1) [[****] LIMITED a company incorporated in [****] with registered number [****] (the **Acceding Company**)] [EACH COMPANY LISTED IN SCHEDULE 1 (each an **Acceding Company**)];
- (2) [****] (the **Chargors' Agent**); and
- (3) [****] (as Trustee for the Secured Parties (as defined below)) (the **Trustee**).

BACKGROUND

This Accession Deed is supplemental to a debenture dated [****] December 2022 and made between (1) the Chargors named in it and (2) the Trustee (the **Debenture**).

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2 ACCESSION OF THE ACCEDING COMPANY

(a) Accession

[The/Each] Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Trustee to observe and be bound by the Debenture; and
- (ii) creates and grants [at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

(c) **Charges**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Trustee for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first fixed charge:
 - (A) all the Shares (if any) referred to in Part 1 of Schedule 2 (*Details of Charged Property owned by the [Acceding Company/Acceding Companies]*) and all other Charged Securities; and
 - (B) all Related Rights from time to time accruing to them;
- (ii) by way of first fixed charge each of its Charged Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified [against its name] in Part 2 of Schedule 2 (*Details of Charged Property owned by the [Acceding Company/Acceding Companies]*)) and all monies at any time standing to the credit of such accounts;
- (iii) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified [against its name] in Part 3 of Schedule 2 (*Details of Charged Property owned by the [Acceding Company/Acceding Companies]*) (if any));
- (iv) by way of first fixed charge, all of its rights, title and interest from time to time in and to the Music Rights Agreements;
- (v) by way of first fixed charge, all of its rights, title and interest from time to time in and to all Insurances and all claims under the Insurances and all proceeds of the Insurances;
- (vi) by way of first fixed charge, all of its rights, title and interest from time to time in and to all other Book Debts.

(d) **Representations**

[The/Each] Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Trustee on behalf of the Secured Parties as at the date of this Accession Deed:

- (i) [each/the] Acceding Company is the sole legal and beneficial owner of all of the Charged Property identified [against its name] in Schedule 2 (*Details of Charged Property*); and
- (ii) the Shares listed in [Part 1 of] Schedule 2 to the Accession Deed (*Details of Charged Property owned by the [Acceding Company/Acceding Companies]*) constitute the entire share capital owned by [each/the] Acceding Company in the relevant company [and constitute the entire share capital of each such company].

(e) **Consent**

Pursuant to clause 25.3 (*Accession Deed*) of the Debenture, the Chargors' Agent (as agent for itself and the existing Chargors):

- (i) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor.

3 CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4 THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5 NOTICE DETAILS

Notice details for [the/each] Acceding Company are those identified with its name below.

6 COUNTERPARTS

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

7 GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Accession Deed has been duly executed [by [the/each] Acceding Company and the Chargors' Agent as a deed and duly executed by the Trustee and has been delivered on the first date specified on page 1 of this Accession Deed][by [the/each] Acceding Company and the Chargors' Agent].

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
[*****]	[*****]	[*****]
[*****]	[*****]	[*****]
[*****]	[*****]	[*****]
[*****]	[*****]	[*****]

SCHEDULE 2 TO THE ACCESSION DEED

Details of Charged Property owned by the [Acceding Company/Acceding Companies]

[Part 1 - Shares]

[Acceding Company]	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
[*****]	[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]	[*****]

[Part 2 - Charged Accounts]

Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]

[Part 3 - Intellectual Property]

Part 3A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apord cnt status	Classes	Mark text
[*****]	[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]	[*****]
[*****]	[*****]	[*****]	[*****]	[*****]

Part 3B - Patents		
Proprietor/ADP number	Patent number	Description
[*****]	[*****]	[*****]
[*****]	[*****]	[*****]
[*****]	[*****]	[*****]

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPAN[Y][IES]

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the)
first date specified on page 1,] by [NAME OF)
ACCEDING COMPANY] acting by:)

Director _____

Witness signature _____

Witness name: _____

Witness address: _____

Address: [*****]

Email: [*****]

Attention: [*****]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first)
date specified on page 1,] by [NAME OF)
ACCEDING COMPANY] by its attorney)
_____ [acting pursuant to a)
power of attorney dated [*****] 20[*****] in the)
presence of:)

Signature

as attorney for [NAME OF
ACCEDING COMPANY]

Witness signature _____

Witness name: _____

Witness address: _____

Address: [*****]

Email: [*****]

Attention: [*****]

CHARGOR'S AGENT

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the)
first date specified on page 1,] by **[NAME OF**)
[***]]** acting by:)

Director _____

Witness signature _____

Witness name: _____

Witness address: _____

Address: [*****]

Email: [*****]

Attention: [*****]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first)
date specified on page 1,] by **[NAME OF**)
ISSUER] by its attorney _____)
[acting pursuant to a power of attorney dated)
[*****] 20[*****]] in the presence of:)

Signature
as attorney for **[NAME OF [*****]]**

Witness signature _____

Witness name: _____

Witness address: _____

Address: [*****]

Email: [*****]

Attention: [*****]

THE TRUSTEE

Signed by _____ for and on behalf of **[NAME**)
OF TRUSTEE]:)
) Signature

Address: [*****]

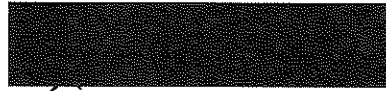
Email: [*****]

Attention: [*****]

Signature pages

THE CHARGORS

Executed as a deed, but not delivered until the
first date specified on page 1, by **CONCORD
RECORDED MUSIC HOLDINGS LIMITED**
acting by:

) 
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

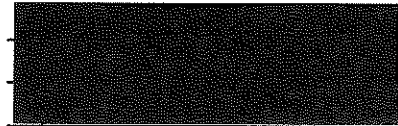
Witness signature



Witness name:

IMOGEN HOSKINS

Witness address:



Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN

Email: justin.prakash@concord.com

Attention: Justin Prakash

Executed as a deed, but not delivered until the
first date specified on page 1, by **CONCORD
RECORDED MUSIC UK LIMITED** acting by:

) 
)
)
) Director

in the presence of:

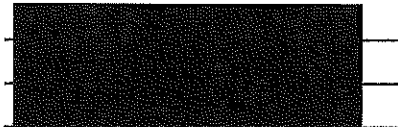
Witness signature



Witness name:

IMOGEN HOSKINS

Witness address:



Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN

Email: justin.prakash@concord.com

Attention: Justin Prakash

Executed as a deed, but not delivered until the
first date specified on page 1, by **CSPAC 2.0**
RECORDINGS UK LIMITED acting by:

) 
)
)
) **Name: Kent Hoskins**
) **Title: Director**

in the presence of:

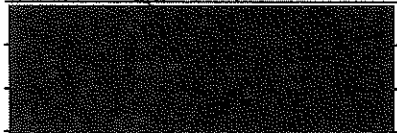
Witness signature



Witness name:

IMOGEN HOSKINS

Witness address:



Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN

Email: justin.prakash@concord.com

Attention: Justin Prakash

Executed as a deed, but not delivered until the
first date specified on page 1, by **CONCORD**
RM ASSETS 1 LIMITED acting by:

) 
)
)
) **Name: Kent Hoskins**
) **Title: Director**

in the presence of:

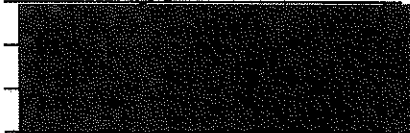
Witness signature



Witness name:

IMOGEN HOSKINS

Witness address:



Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN

Email: justin.prakash@concord.com

Attention: Justin Prakash

Executed as a deed, but not delivered until the
first date specified on page 1, by **CONCORD**
COPYRIGHTS ALDWYCH LIMITED acting by:

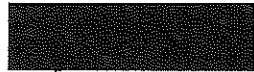

)
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

Witness signature

Witness name:

Witness address:


IMOGEN HOSKINS


Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN

Email: justin.prakash@concord.com

Attention: Justin Prakash

Executed as a deed, but not delivered until the
first date specified on page 1, by **CONCORD**
COPYRIGHTS LIMITED acting by:


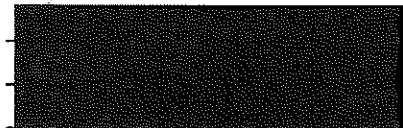
)
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

Witness signature

Witness name:

Witness address:

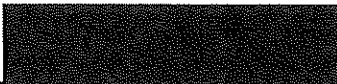

IMOGEN HOSKINS


Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN

Email: justin.prakash@concord.com

Attention: Justin Prakash

Executed as a deed, but not delivered until the first date specified on page 1, by **CONCORD FTV LIMITED** acting by:

) 
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

Witness signature



Witness name:

IMOGEN HOSKINS

Witness address:



Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN
Email: justin.prakash@concord.com
Attention: Justin Prakash

Executed as a deed, but not delivered until the first date specified on page 1, by **CONCORD ENTERTAINMENT LIMITED** acting by:

) 
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

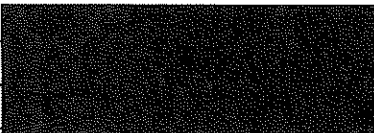
Witness signature



Witness name:

IMOGEN HOSKINS

Witness address:



Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN
Email: justin.prakash@concord.com
Attention: Justin Prakash

* CONCORD COPYRIGHTS

DLA

Executed as a deed, but not delivered until the
first date specified on page 1, by **RIGHTS ***
LONDON LIMITED acting by:

)
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

Witness signature

Witness name:

Witness address:

IMOGEN HOSKINS

Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN
Email: justin.prakash@concord.com
Attention: Justin Prakash

Executed as a deed, but not delivered until the
first date specified on page 1, by **CONCORD**
COPYRIGHT MANAGEMENT LIMITED acting
by:

)
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

Witness signature

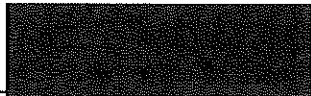
Witness name:

Witness address:

IMOGEN HOSKINS

Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN
Email: justin.prakash@concord.com
Attention: Justin Prakash

Executed as a deed, but not delivered until the first date specified on page 1, by **CONCORD COPYRIGHTS PUBLISHING LIMITED** acting by:

) 
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

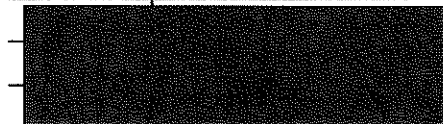
Witness signature



Witness name:

IMOGEN HOSKINS

Witness address:



Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN
Email: justin.prakash@concord.com
Attention: Justin Prakash

Executed as a deed, but not delivered until the first date specified on page 1, by **CONCORD SONGS LIMITED** acting by:

) 
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

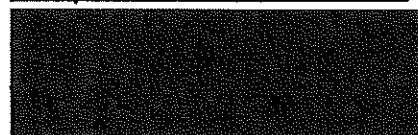
Witness signature



Witness name:

IMOGEN HOSKINS

Witness address:



Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN
Email: justin.prakash@concord.com
Attention: Justin Prakash

Executed as a deed, but not delivered until the
first date specified on page 1, by
GRANTSVILLE PUBLISHING LIMITED acting
by:


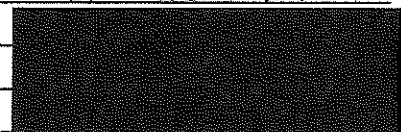
)
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

Witness signature

Witness name:

Witness address:


IMOGEN HOSKINS


Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN
Email: justin.prakash@concord.com
Attention: Justin Prakash

Executed as a deed, but not delivered until the
first date specified on page 1, by **M56**
PUBLISHING LIMITED acting by:


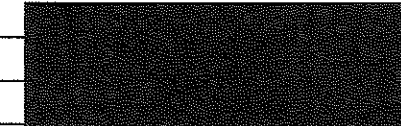
)
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

Witness signature

Witness name:

Witness address:


IMOGEN HOSKINS


Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN
Email: justin.prakash@concord.com
Attention: Justin Prakash

Executed as a deed, but not delivered until the first date specified on page 1, by **STREET MUSIC LIMITED** acting by:



)
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

Witness signature

Witness name:

Witness address:


IMOGEN HOSKINS


Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN

Email: justin.prakash@concord.com

Attention: Justin Prakash

Executed as a deed, but not delivered until the first date specified on page 1, by **TAKE OUT MUSIC PUBLISHING LIMITED** acting by:


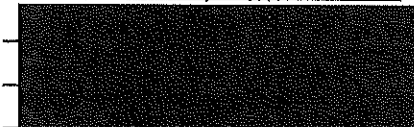
)
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

Witness signature

Witness name:

Witness address:


IMOGEN HOSKINS


Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN

Email: justin.prakash@concord.com

Attention: Justin Prakash

Executed as a deed, but not delivered until the
first date specified on page 1, by **CSPAC 2.0**
COMPS UK LIMITED acting by:


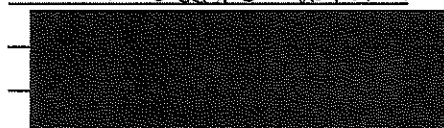
)
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

Witness signature

Witness name:

Witness address:


Imogen Hoskins


Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN
Email: justin.prakash@concord.com
Attention: Justin Prakash

Executed as a deed, but not delivered until the
first date specified on page 1, by **CONCORD**
CM UK LIMITED acting by:


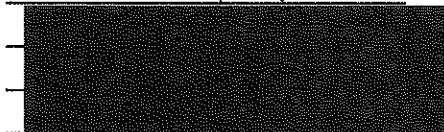
)
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

Witness signature

Witness name:

Witness address:


Imogen Hoskins


Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN
Email: justin.prakash@concord.com
Attention: Justin Prakash

Executed as a deed, but not delivered until the
first date specified on page 1, by **STRICTLY
CONFIDENTIAL (UK) LIMITED** acting by:

)
)
)
) Name: Kent Hoskins
) Title: Director

in the presence of:

Witness signature

Witness name:

Witness address:

[Redacted]

IMOGEN HOSKINS

[Redacted]

Address: c/o Concord Music, Aldwych House, 71-91 Aldwych, London, WC2B 4HN
Email: justin.prakash@concord.com
Attention: Justin Prakash

THE TRUSTEE

Signed by **THE BANK OF NEW YORK
MELLON** acting by:

)
)
)
)

Name: Stacey B. Poindexter
Title: Vice President

Address: BNY Mellon Corporate Trust - Structured Finance, 385 Rifle Camp Rd. Woodland
Park, NJ 07424 United States

Email: joseph.marzocco@bnymellon.com

Attention: Joseph Marzocco