



Registration of a Charge

Company name: **KOBALT MUSIC GROUP LIMITED**

Company number: **04018752**



X6J3DU96

Received for Electronic Filing: **13/11/2017**

Details of Charge

Date of creation: **30/10/2017**

Charge code: **0401 8752 0016**

Persons entitled: **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **GREENBERG TRAURIG, LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4018752

Charge code: 0401 8752 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th October 2017 and created by KOBALT MUSIC GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th November 2017 .

Given at Companies House, Cardiff on 15th November 2017

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

DATED 30 OCTOBER 2017

Kobalt Music Group Limited

as Pledgor

and

JPMorgan Chase Bank, National Association

as Pledgee

and

KMR II

as Company

SHARE PLEDGE AGREEMENT

Stibbe

TABLE OF CONTENTS

1.	DEFINITIONS AND CONSTRUCTION.....	4
2.	CREATION AND PERFECTION.....	6
3.	REPRESENTATIONS AND WARRANTIES	7
4.	COVENANTS.....	8
5.	VOTING RIGHTS	9
6.	DISTRIBUTIONS.....	10
7.	POWER OF ATTORNEY	10
8.	ENFORCEMENT.....	11
9.	ORDER OF DISTRIBUTIONS	13
10.	PARTIAL ENFORCEMENT.....	13
11.	POSSIBLE SEIZURE OR ATTACHMENT	13
12.	IMMEDIATE RECOURSE	13
13.	CONTINUING AND ADDITIONAL SECURITY	13
14.	DISCHARGE OF THE PLEDGE	14
15.	WAIVER OF PLEDGOR'S RIGHTS.....	15
16.	LIABILITY OF THE PLEDGEE.....	15
17.	INDEMNITY	15
18.	DELEGATION BY THE PLEDGEE.....	16
19.	COST AND EXPENSES	16
20.	NOTICES	16
21.	ASSIGNMENT AND TRANSFER	16
22.	NOVATION.....	17
23.	AMENDMENT	17
24.	SEVERABILITY	17
25.	COUNTERPARTS.....	17
26.	GOVERNING LAW AND JURISDICTION.....	17

THIS SHARE PLEDGE AGREEMENT is made on 30 October 2017,

BETWEEN:

- (1) **Kobalt Music Group Limited**, a limited company formed under the laws of England and Wales, with its registered office at 4 valentine Place, London, SE1 8QH, United Kingdom and being registered with the Register of Companies for England and Wales under number 04018752, as pledgor (the **Pledgor**);
- (2) **JPMorgan Chase Bank, National Association**, acting for itself and as Administrative Agent in the name and on behalf of the Secured Parties in accordance with article 2.4 of the Law on Financial Collateral Arrangements, as pledgee (the **Pledgee**); and
- (3) **KMR II**, a company organised and existing as a private limited liability company (*société à responsabilité limitée*) under the laws of the Grand Duchy of Luxembourg, having its registered office at 19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 215.887, as company (the **Company**).

The parties to this Agreement are hereinafter collectively referred to as the **Parties** and individually as a **Party**.

WHEREAS:

- (A) The Pledgor and Kobalt Music Holdings Limited have entered, on or around the date hereof, as borrowers, into a facilities agreement with, *inter alios*, the Pledgee, acting as administrative agent and issuing bank (the **Credit Agreement**).
- (B) The Pledgor owns one hundred per cent (100%) of the Shares and of the Voting Rights of the Company representing one hundred per cent (100%) of the share capital of the Company.
- (C) In accordance with the terms of the Credit Agreement and in order to secure the Secured Obligations, the Pledgor has agreed to pledge the Pledged Assets in accordance with the terms of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND CONSTRUCTION

- 1.1 Unless the context otherwise requires or unless otherwise defined in this Agreement, words and expressions defined in the Credit Agreement shall have the same meaning and construction when used in this Agreement. In addition, the following definitions will apply:

Agreement means the present share pledge agreement.

Articles of Association means the articles of association (*statuts*) of the Company, as amended from time to time.

Business Day has the meaning given to such term in the Credit Agreement.

Distributions means all rights, titles, interests and benefits of the Pledgor in respect of any dividend (whether in cash, securities or otherwise), bonus shares or any other type of distribution, return or right in respect of any of the Shares (whether by way of bonus, conversion, disposition, exchange, option, preference, redemption, sale, substitution or otherwise).

Event of Default has the meaning given to such term in the Credit Agreement.

Insolvency Regulation means Regulation (EU) No 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

Law on Financial Collateral Arrangements means the Luxembourg law of 5 August 2005 on financial collateral arrangements (*loi du 5 août 2005 sur les contrats de garantie financière*).

Loan Documents has the meaning given to such term in the Credit Agreement.

Pledge means the first priority pledge (*gage de premier rang*) created pursuant to Clause 2 (*Creation and Perfection*).

Pledged Assets means the Shares and all the present and future rights, titles, interests and benefits of the Pledgor in, to and under the Shares and the Distributions.

Register means the register of shareholders (*registre des associés*) held by the Company in accordance with the Luxembourg law of 10 August 1915 on commercial companies.

Secured Obligations has the meaning given to the term "Obligations" in the Credit Agreement.

Secured Party has the meaning given to such term in the Credit Agreement.

Security Period means the period from the date of this Agreement until the date on which all of the Secured Obligations have been irrevocably and unconditionally paid and discharged in full (or with respect to any outstanding Letters of Credit, a cash deposit has been delivered to the Lender as required by the Credit Agreement) and no commitments of the Lender which would give rise to any Secured Obligations are outstanding.

Shares means all of the shares (*parts sociales*) in the share capital of the Company held by the Pledgor at any time, including for the avoidance of doubt the twelve thousand (12,000) shares, having a nominal value of one Euro (EUR 1.-) each, held by the Pledgor at the date of this Agreement, and any further shares or other equity securities which shall be issued by the Company to the Pledgor from time to time in accordance with the Credit Agreement (such shares being referred to as the **Future Shares**) regardless of the reason of such issuance, whether by way of substitution, replacement, dividend or in addition to the shares held on the date hereof, whether following an exchange, division, free attribution, contribution in kind or in cash or for any other reason, in which case such Future Shares shall immediately be and become subject to the security interest created hereunder.

Voting Rights means the voting rights in relation to the Shares including, without limitation, the right to call for, participate in, and vote at, shareholders' meetings of the Company as well as any and all ancillary and/or accessory rights to such voting rights.

- 1.2 This Agreement is entered into subject to the Credit Agreement, and to the extent that any provision of this Agreement is inconsistent with the Credit Agreement, the Credit Agreement shall prevail (unless it is in conflict with mandatory provisions of Luxembourg law).
- 1.3 In this Agreement, any reference to (a) a "Clause" is, unless otherwise stated, a reference to a Clause hereof and (b) to any agreement (including this Agreement, the Credit Agreement or any other Loan Document) is a

reference to such agreement as amended, restated, varied, modified or supplemented (however fundamentally) from time to time.

- 1.4 Clause headings are for ease of reference only.
- 1.5 The "Administrative Agent", any "Secured Party" or any "Party" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- 1.6 A provision of law is a reference to that provision as amended from time to time.
- 1.7 Words denoting the singular shall include the plural and vice versa, words denoting one gender shall include all other genders and words denoting persons shall include firms and corporations and vice versa.

2. CREATION AND PERFECTION

- 2.1 The Pledgor hereby grants a first priority pledge (*gage de premier rang*) over the Pledged Assets to the Pledgee (acting for itself and in its capacity as Administrative Agent (and not as a fiduciary for the purpose of the Luxembourg law dated 27 July 2003 relating to trust and fiduciary contracts) for and on behalf of the Secured Parties) as security for the full and punctual payment, performance and discharge of the Secured Obligations, which pledge is hereby accepted by the Pledgee.
- 2.2 The Company hereby acknowledges and accepts the Pledge.
- 2.3 The Pledgor will, on the date of this Agreement (or in the case of any Future Shares issued after the date hereof to the extent permitted in accordance with the Credit Agreement, on the date of the issuance thereof to the Pledgor), (a) procure the recording of the Pledge in the Register and (b) provide to the Pledgee a written confirmation in the form of a copy of the Register signed and certified by an authorized signatory of the Company or any other person empowered or authorized to provide a certified copy that such recording has been duly made.
- 2.4 The Pledgor, the Pledgee and the Company hereby instruct and appoint any manager of the Company, acting individually, to register the Pledge in the Register and provide a certified copy thereof to the Pledgee.
- 2.5 The text to be used for the registration will be the following:

“Pursuant to a share pledge agreement dated [date] (the “Pledge Agreement”) Kobalt Music Group Limited has pledged the Shares and all

the present and future rights, titles, interests and benefits of the Pledgor in, to and under the Shares and the Distributions in favor of JPMorgan Chase Bank, National Association acting for itself and in its capacity as Administrative Agent for each of the Secured Parties (as these terms are defined in the Pledge Agreement). ”

[date]

[name, title and signature of an authorized signatory]

3. REPRESENTATIONS AND WARRANTIES

- 3.1 The representations and warranties set out in the Credit Agreement in respect of the Pledgor and the Company shall apply in relation to this Agreement as if they were set out herein.
- 3.2 In addition to Clause 3.1. above, the Pledgor and the Company, each for itself, hereby expressly represents, warrants and undertakes to the Pledgee that:
- (a) the Pledgor has the power, capacity, authority and legal right to own the Shares;
 - (b) the Shares are validly issued, fully paid up and represent one hundred per cent. (100%) of the issued share capital of the Company;
 - (c) the Pledgor is the sole legal and beneficial owner of the Shares, and has neither sold, nor transferred, lent, assigned, disposed of, pledged nor in any way encumbered the Shares, other than pursuant to this Agreement;
 - (d) the Register is and shall remain at the registered office of the Company in Luxembourg;
 - (e) the Shares are free from any restrictions as to transfer and are not subject to any calls or other liability to pay money;
 - (f) except as provided for in this Agreement, there are no limitations on the right of the pledgor to exercise its Voting Rights in the Shares;
 - (g) it has duly executed this Agreement;
 - (h) the Company and the Pledgor entered into this Agreement on arms' length commercial terms;

- (i) the Company and the Pledgor entered into this Agreement without any intention to defraud or deprive of any legal benefit any other parties (such as third parties and in particular creditors) or to circumvent any applicable mandatory laws or regulations of any jurisdiction;
- (j) the entry into this Agreement and the performance of any rights and obligations hereunder are in the corporate interest of the Pledgor and the Company;
- (k) in granting this Pledge, the Pledgor has relied exclusively on its own analysis of the creditworthiness and financial position of the Company and it has not relied on the Pledgee or on the Secured Parties in this respect; and
- (l) no demand, order or resolution for the winding-up or liquidation of the Company or the Pledgor or for the protection of the Company or the Pledgor from their creditors has been filed or is currently pending before a court of competent jurisdiction.

3.3 The representations and warranties contained in Clause 3.1 and Clause 3.2 hereabove are made on the date of this Agreement, on the date of each Credit Event and on each date on which Future Shares will be pledged to the Pledgee.

4. COVENANTS

4.1 The Pledgor covenants to the Pledgee during the Security Period that, except as otherwise permitted under the Loan Documents or with the prior written consent of the Pledgee:

- (a) it shall not dispose of the Shares or any other Pledged Assets, shall not create any other pledge, charge, encumbrance, or any other type of preferential arrangement (including, without limitation, title transfer and retention agreement) having a similar effect, nor grant any mandate with a view to the creation thereof, other than the Pledge hereby created, in respect of the Shares or any other Pledged Assets (irrespective of whether ranking behind the Pledge created hereby), and shall not permit the existence of any such pledge, charge or encumbrance other than the Pledge hereby created;
- (b) it will not do or cause or permit to be done anything which will, or could be reasonably expected to, adversely affect this Agreement, the validity or enforceability of the Pledge or the rights of the Pledgee thereunder or which in any way is inconsistent with or materially

depreciates, jeopardises or otherwise prejudices the Pledged Assets and it shall as soon as possible inform in writing the Pledgee of any event or circumstance which could potentially have the same effect;

- (c) it will not modify the Articles of Association in any manner that would have an adverse effect on this Agreement;
- (d) it shall make its own arrangements for keeping the Pledgee informed of changes or potential changes affecting the Pledged Assets (including rights to convert, rights to subscribe, reorganisation or other exchanges, tender offers and Voting Rights);
- (e) it shall not consent to an issuance of any Future Shares or amend any rights attaching to issued Shares other than as in accordance with the terms of the Loan Documents;
- (f) in case of issuance of Future Shares to the Pledgor in accordance with the Loan Documents, the Future Shares shall be fully paid and shall automatically be pledged under and in accordance with this Agreement, and the Pledgor shall procure the recording in the Register in accordance with Clause 2.3 above; and
- (g) it shall not consent to an issuance of any Future Shares other than an issue of Future Shares to itself in circumstances where such Future Shares will be subject to the terms of this Pledge.

4.2 The Pledgor must promptly upon request by the Pledgee execute (in such form as the Pledgee may reasonably require) any documents in favour of the Pledgee or its nominees and do all such assurances and things as the Pledgee may reasonably require for:

- (a) perfecting and/or protecting (by registration or in any other way) the Pledge created or intended to be created by this Agreement; and
- (b) exercising all powers, authorities and discretions conferred on the Pledgee pursuant to this Agreement or by law.

5. VOTING RIGHTS

5.1 Subject to Clause 5.2 below, prior to the occurrence of an Event of Default which is continuing, the Pledgor will be entitled to exercise the Voting Rights in a manner which does not affect the validity or enforceability of the Pledge or cause an Event of Default to occur. The Pledgor will not, however, without the prior consent in writing of the Pledgee, pass any resolutions or take any decision in relation to the Pledged Assets (including,

without limitation, in favour of any change in the terms of the Shares or the Distributions) that could affect the validity and enforceability of the Pledge or the rights of the Pledgee hereunder.

- 5.2 Upon the occurrence of an Event of Default which is continuing, the Pledgor will cast the votes attached to the Shares in accordance with the Pledgee's instructions only, which instructions the Pledgor will seek in a timely manner. The Pledgee may, at its sole discretion, at any time after the occurrence of an Event of Default which is continuing, upon giving notice to the Pledgor and the Company for information purposes only, declare that it will, from the date of such notice, exercise the Voting Rights and that the Pledgor will be precluded from doing so.
- 5.3 Upon the occurrence of an Event of Default which is continuing, the Pledgor and the Company will give the Pledgee reasonable written notice (such period not to be less than five (5) Business Days, or such other period agreed to in writing by the Pledgee) of all shareholders' meetings of the Company, including any annual shareholders' meeting, and the agenda of such meetings, or any written resolutions that the shareholders plan to pass and provide the Pledgee, as soon as possible, with a copy of any resolutions adopted thereafter.

6. DISTRIBUTIONS

- 6.1 Until the occurrence of an Event of Default which is continuing and subject to the terms of any other Loan Document, Distributions (if any) will be payable directly to the Pledgor.
- 6.2 Upon the occurrence of an Event of Default which is continuing, any Distribution will exclusively be paid to the Pledgee which shall apply the same in accordance with the terms of Section 7.02 (*Application of Proceeds*) of the Credit Agreement.
- 6.3 The Parties hereto agree that the Company is hereby directed (and the Company hereby accepts), if and when an Event of Default which is continuing occurs, to make direct payment of all Distributions to the Pledgee as provided in Clause 6.2.

7. POWER OF ATTORNEY

- 7.1 The Pledgor irrevocably appoints the Pledgee during the Security Period to be its attorney with authority from time to time to execute, deliver and perfect in its name and on its behalf all documents and do all things that the Pledgee may consider to be necessary or desirable for (a) carrying out any obligation imposed on the Pledgor under this Agreement or (b) exercising

any of the rights, powers, authorities and discretions conferred on the Pledgee by or pursuant to this Agreement or by law.

7.2 The Company irrevocably appoints the Pledgee to be its attorney and to make in its name and on its behalf all filings and publications in the Luxembourg Register of Commerce and Companies required to give effect to the exercise by the Pledgee of its rights under this Agreement including, in particular, any filings with the Luxembourg Register of Commerce and Companies appointing or dismissing managers of the Company and any transfer of ownership of the Shares following an enforcement in accordance with Clause 8 (*Enforcement*).

7.3 The powers of attorney granted in Clause 7.1 and Clause 7.2 shall only be exercisable:

- (a) upon the occurrence of an Event of Default which is continuing; or
- (b) following a failure by the Pledgor or the Company to comply with their respective obligations under this Agreement within a reasonable period of time after having been given a notice thereof by the Pledgee.

7.4 The Pledgor and the Company ratify and confirm, and shall promptly ratify and confirm all things properly done and all documents executed by the Pledgee in the exercise of the powers of attorney granted under this Clause 7 (*Power of Attorney*).

7.5 For the avoidance of doubt, the Parties hereby agree that the powers of attorney granted under this Clause 7 (*Power of Attorney*) shall survive in case of bankruptcy (*faillite*) or similar Luxembourg or foreign law proceedings affecting the rights of creditors generally in respect of the Pledgor or the Company, as permitted under article 2003 of the Luxembourg Civil Code.

8. ENFORCEMENT

8.1 Upon the occurrence of an Event of Default which is continuing, the Pledgee will be entitled to enforce the Pledge immediately, in its absolute discretion and without prior notice or warning, in any manner permitted by Luxembourg law and in particular, without limitation, to:

8.1.1 appropriate any of the Pledged Assets at a price equal to their fair market value as determined by an independent approved external auditor (*réviseur d'entreprises agréé*) designated by the Pledgee on the bases of the last published annual accounts of the Company or such other factual basis as the

appraiser shall deem appropriate. For the purpose of the determination of the fair market value of the Pledged Assets, the Pledgor (i) shall provide (and shall cause the Company to provide), and (ii) shall also be entitled to provide from its own initiative all information, documents, elements, and facts relevant for the assessment of the fair market value of the Pledged Assets. For the avoidance of doubt, such valuation can be carried out before or after the decision to appropriate has been taken, in which case the fair value of the Pledged Assets will be valued as at the date of the appropriation. The Pledgee may elect, in its sole discretion, to appoint or nominate another person to which the right to appropriate the Pledged Assets shall be transferred in lieu of the Pledgee, it being understood that such appointment or nomination shall not affect the Pledgee's rights and obligations against the Pledgor;

- 8.1.2 sell the Pledged Assets in a private sale at normal commercial terms (*conditions commerciales normales*) for a cash or non-cash consideration;
- 8.1.3 sell the Pledged Assets in a sale organised by a stock exchange (to be chosen by the Pledgee) or in a public sale (organised at the discretion of the Pledgee and which, for the avoidance of doubt, does not need to be made by or within a stock exchange);
- 8.1.4 request a judicial decision that the Pledged Assets shall be attributed to the Pledgee in discharge of the Secured Obligations following a valuation of the Pledged Assets made by a court appointed expert; or
- 8.1.5 if applicable, proceed to a set off between the Secured Obligations and the Pledged Assets.
- 8.2 The Pledgor hereby undertakes to cooperate to the widest extent required to enable the Pledgee to exercise its rights under this Clause 8 (*Enforcement*), and in particular, but without prejudice to Clause 7 (*Power of Attorney*) to promptly assist with any steps that may be required or to give instructions to the Company to perfect any transfer of the Shares that may occur as a result of the enforcement, such as the registration of the transfer in the Register or the publication thereof, as required.
- 8.3 The determination by the Pledgee that any event referred to in Clause 8.1 has actually occurred will be conclusive unless and until the Pledgor and the Pledgee will have agreed otherwise or a court order, deciding on the merits, will have decided otherwise.
- 8.4 The Pledgor further undertakes not to take any action and not to interfere in any manner with the exercise of the rights of the Pledgee hereunder.

9. ORDER OF DISTRIBUTIONS

All moneys received or recovered by the Pledgee pursuant to this Agreement or the powers conferred by it shall, subject to the rights of any creditors having priority (if any), be applied in accordance with the terms of Section 7.02 (*Application of Proceeds*) of the Credit Agreement.

10. PARTIAL ENFORCEMENT

Subject to Clause 8 (*Enforcement*), the Pledgee shall have the right, to request enforcement of all or part of the Pledged Assets in its most absolute discretion. No action, choice or absence of action in this respect, or partial enforcement, shall in any manner affect the Pledge created hereunder over the Pledged Assets, as it then shall be (and in particular those Shares which have not been subject to enforcement). The Pledge shall continue to remain in full and valid existence until enforcement, discharge or termination hereof, as the case may be.

11. POSSIBLE SEIZURE OR ATTACHMENT

The Pledgor shall procure that no executory attachment (*saisie exécutoire*) is made on the Pledged Assets. In the event of an executory attachment (*saisie exécutoire*), conservatory attachment (*saisie arrêt*) or seizure by a third party of any of the Pledged Assets, the Pledgor will, at its own costs and expenses, (a) notify the Pledgee and send it and its attorneys a copy of the relevant attachment or seizure documentation, (b) notify the third party and the attorneys acting on behalf of such third party in writing (with copy to the Pledgee and its attorneys) of the Pledgee's interest in the Pledged Assets, (c) take any measures necessary to challenge the attachment or seizure and obtain the release of this attachment or seizure within ninety (90) Business Days and (d) keep the Pledgee regularly informed.

12. IMMEDIATE RECOURSE

To the fullest extent allowed by applicable law, the Pledgor waives any right it may have of first requiring the Pledgee to proceed against or claim payment from any person or entity or enforce any guarantee, lien, security interest, claim, option, pledge, charge, assignment, transfer or other encumbrances of any kind granted by any other person or entity before enforcing the Pledge and/or any rights hereunder or pursuant hereto.

13. CONTINUING AND ADDITIONAL SECURITY

- 13.1 The Pledge is a continuing security interest, shall remain in full force and effect until expressly released in accordance with Clause 14 (*Discharge of*

the Pledge), and shall in particular not be discharged by reason of the circumstance that from time to time there may be no Secured Obligations outstanding.

- 13.2 The Pledgee may at any time without discharging or in any way affecting the Pledge (a) grant the Pledgor any time or indulgence, (b) concur in any moratorium of the Secured Obligations, (c) amend the terms and conditions of the Secured Obligations in accordance with the Loan Documents, (d) abstain from taking or perfecting any other security and discharge any other security, and (e) abstain from exercising any right or recourse or from proving or claiming any debt and waive any right or recourse
- 13.3 The Pledge will not in any way be affected by any stamping, regrouping, splitting or renewal of the Shares, or by any similar operation, and the financial instruments resulting from any such operation will be part of the Pledged Assets.
- 13.4 The Pledge will be in addition to and will not in any way prejudice or affect, be prejudiced by or dependent on any guarantees, lien, security interest, claim, option, pledge, charge, assignment, transfer and other encumbrances of any kind now or hereafter held by the Pledgee as security for the Secured Obligations or any lien to which it may be entitled. The rights of the Pledgee hereunder are in addition to and not exclusive of those provided by law.

14. DISCHARGE OF THE PLEDGE

- 14.1 At the end of the Security Period, the Pledgee will, upon written demand and at the cost of the Pledgor, and without any representation or warranty, execute (in a form acceptable to the Pledgee), an express release of the Pledge. The Pledgee will instruct any manager of the Company or any third party to record the release of the Pledge in the Register.
- 14.2 Any release of the Pledge due to the satisfaction of the Secured Obligations, shall be null and void and without effect if any payment received by the Pledgee and applied towards satisfaction of the Secured Obligations (a) is voided or declared invalid as against the creditors of the maker of such payment, or (b) becomes repayable by the Pledgee to a third party, or (c) proves not to have been effectively received by the Pledgee.
- 14.3 If after the release of the Pledge, the payment of any Secured Obligations is annulled by a court or otherwise, the Pledgor shall grant a new pledge over the Pledged Assets on identical terms until such Secured Obligations are paid in full and the Security Period shall be reinstated and extended until such time.

15. WAIVER OF PLEDGOR'S RIGHTS

- 15.1 To the extent applicable, the Pledgor hereby waives any rights arising under articles 2037 and 2038 of the Luxembourg Civil Code and any right it may have of first requiring the Pledgee and/or the Secured Parties to proceed against or claim payment from, or to divide any action between and against, any other persons or enforce any guarantee or security before enforcing the Pledge.
- 15.2 The Pledgor hereby irrevocably waives any right of recourse that it may have, whether by way of subrogation or directly or of any other nature, against the Company, any member of the Consolidated Group, and/or any other third party, as a result of an enforcement of the Pledge by any means whatsoever. For the avoidance of doubt, this waiver is final and will only cease if (i) the Secured Obligations have been indefeasibly paid in full in accordance with the Loan Documents and (ii) the recourse of the Pledgor does not prejudice in any way whatsoever the rights of the Pledgee and the payment of the Secured Obligations.

16. LIABILITY OF THE PLEDGEE

- 16.1 The Pledgee shall not be liable to the Pledgor, any Secured Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Pledged Assets or from any act, default, omission or misconduct of the Pledgee or its officers, employees or agents in relation to the Pledged Assets or in connection with the exercise of any rights under the Loan Documents, except to the extent caused by its or his own gross negligence (*faute lourde*) or willful misconduct (*faute intentionnelle*).
- 16.2 The Pledgee will not be under any obligation to take any steps necessary to preserve any rights in the Shares and the Pledged Assets against any other Parties but may do so at its option, and all costs, charges, expenses, duties and fees incurred in connection therewith will be for the account of the Pledgor and will be part of the Secured Obligations.

17. INDEMNITY

The Pledgee and every attorney, delegate, manager, agent or other person appointed by the Pledgee hereunder shall be indemnified in respect of this Agreement in accordance with the provisions of Section 9.03 (*Expenses; Indemnity; Damage Waiver*) of the Credit Agreement.

18. DELEGATION BY THE PLEDGEE

- 18.1 The Pledgee or any person appointed by the Pledgee may at any time and from time to time delegate by power of attorney to any properly qualified person or persons all or any of the powers, authorities and discretions which are exercisable by the Pledgee under this Agreement.
- 18.2 Any such delegation may be made upon such terms (including, without limitation, a power of substitution) and subject to such regulations as the Pledgee or such person appointed by the Pledgee may think fit.
- 18.3 The Pledgee or such person appointed by the Pledgee will not be in any way liable for any loss or damage arising from any act or omission on the part of a delegate except in the case of gross negligence (*faute lourde*) or willful misconduct (*faute intentionnelle*) of such delegate.
- 18.4 Each of the Pledgor and the Company ratifies and confirms and agrees to promptly ratify and confirm all acts and things which any person appointed by the Pledgee pursuant to this Clause 18 (*Delegation by the Pledgee*) does or purports to do in the exercise of the powers granted by this Clause.

19. COST AND EXPENSES

All costs and expenses arising in relation with this Agreement shall be paid in accordance with Section 9.03 (*Expenses; Indemnity; Damage Waiver*) of the Credit Agreement.

20. NOTICES

All notices or other communications under or in connection with this Agreement shall be made in accordance with Section 9.01 (*Notices*) of the Credit Agreement.

21. ASSIGNMENT AND TRANSFER

- 21.1 This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, transferees and assigns and references in this Agreement to any of them will be construed accordingly.
- 21.2 The Pledgor and the Company may not assign, transfer or novate all or any of its rights and obligations hereunder without the prior written consent of the Pledgee.
- 21.3 The rights and obligations of the Pledgee hereunder will, automatically and without any further action being necessary, be transferred to any new agent

and/or trustee appointed in relation to all or part of the Secured Obligations in accordance with the provisions of the Credit Agreement (each a **New Beneficiary**). In case more than one New Beneficiary is appointed in relation to all or part of the Secured Obligations, each New Beneficiary will, automatically and without any further action being necessary, be entitled to exercise the rights granted hereby in relation to the part of the Secured Obligations in respect of which it has been appointed.

22. NOVATION

In case of novation of any of the Secured Obligations, the Pledge is reserved and will remain in existence to the benefit of any new creditor of the Secured Obligations, as novated in accordance with article 1278 of the Luxembourg Civil Code.

23. AMENDMENT

None of the provisions of this Agreement may be waived, altered or amended, except by a written agreement, duly executed by all Parties.

24. SEVERABILITY

The invalidity, illegality or unenforceability of any provisions hereof will not affect the validity, legality or enforceability of this Agreement or of any other provision hereof.

25. COUNTERPARTS

This Agreement may be executed in any number of separate counterparts by each of the Parties hereto, each of which when executed and delivered shall constitute an original, all such counterparts together constituting but one and the same agreement and this has the same effect as if the signatures on the counterparts were on a single copy of this document.

26. GOVERNING LAW AND JURISDICTION

- 26.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Grand Duchy of Luxembourg.
- 26.2 Any disputes in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Luxembourg-City, Grand Duchy of Luxembourg.

[Signature page to follow]

The Parties hereto or their duly authorised representatives have executed this Agreement in three (3) original copies on the day and year first above written, each Party acknowledging having received one copy.

The Pledgor

Kobalt Music Group Limited



Represented by: JAMES FITZGERALD - BLOCKHOLE
Title: DIRECTOR

The Pledgee

JPMorgan Chase Bank, National Association

Represented by:
Title:

The Company

KMR II

Represented by:
Title:

The Parties hereto or their duly authorised representatives have executed this Agreement in three (3) original copies on the day and year first above written, each Party acknowledging having received one copy.

The Pledgor

Kobalt Music Group Limited

Represented by:

Title:

The Pledgee

JPMorgan Chase Bank, National Association



Represented by: Peter Christensen

Title: Vice President

The Company

KMR II

Represented by:

Title:

The Parties hereto or their duly authorised representatives have executed this Agreement in three (3) original copies on the day and year first above written, each Party acknowledging having received one copy.

The Pledgor

Kobalt Music Group Limited

Represented by:

Title:

The Pledgee

JPMorgan Chase Bank, National Association

Represented by:

Title:

The Company

KMR II

[Redacted Signature Block]

[Redacted Signature Block]
Represented by: [Redacted]
Title: Jonathan Weinstein
Director