



Registration of a Charge

Company name: **KOBALT MUSIC GROUP LIMITED**

Company number: **04018752**



X6J3E4ZS

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

Details of Charge

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

Charge code: **0401 8752 0017**

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 0017

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

Kobalt Music Royalties Sarl

as Debtor

RECEIVABLES PLEDGE
AGREEMENT

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THIS RECEIVABLES 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) **Kobalt Music Royalties Sarl**, 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 162.588, as debtor (the **Debtor**).

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) 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 receivables pledge agreement.

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

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

Future Intercompany Loan Agreements means any Intercompany Loan Agreements entered into following the execution of this 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).

Intercompany Loan Agreements means any loan agreements, whether documented in an instrument or not, entered into from time to time between the Pledgor as lender and the Debtor as borrower whereby the Pledgor has agreed or agrees to make advances to the Debtor and any Future Intercompany Loan Agreements.

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 all present and future claims and rights, regardless of their nature (including interest, default interest, commissions, expenses, costs, indemnities and any other amounts due thereunder), whether actual, future or contingent, whether owed jointly or severally, and whether subordinated or not, of the Pledgor against the Debtor under the Intercompany Loan Agreements or otherwise, together with, to the largest extent permitted by law, any accessory rights, claims or actions, including any security interest or rights, under whatever law, attaching to such claims or granted to the Pledgor as security for such claims.

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.

- 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, the Intercompany Loan Agreements 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 Debtor hereby acknowledges and accepts the Pledge.

- 2.3 The Debtor and the Pledgor further waive any present and future transfer restrictions in relation to the Pledged Assets. The Debtor further accepts the Pledgee or any other potential transferee of the Pledgee as a transferee of the Pledged Assets in case of enforcement of the Pledge.
- 2.4 The Debtor and the Pledgor undertake to proceed to any further formalities and registrations which may be required under all applicable laws to perfect the present Pledge each time Future Intercompany Loan Agreements are entered into.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 The representations and warranties set out in the Credit Agreement in respect of the Pledgor and the Debtor 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 Debtor, each for itself, hereby expressly represents, warrants and undertakes to the Pledgee that
- (a) the Pledgor is the sole legal and beneficial owner of the Pledged Assets and has neither sold, nor transferred, assigned, disposed of, pledged nor in any way encumbered the Pledged Assets, other than pursuant to this Agreement;
 - (b) the Pledged Assets are capable of being pledged and the obligations arising from the Intercompany Loan Agreements are legal, valid, binding and enforceable under Luxembourg law;
 - (c) the Debtor and the Pledgor entered into this Agreement on arms' length commercial terms;
 - (d) the Debtor 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;
 - (e) the entry into this Agreement and the performance of any rights and obligations hereunder are in the corporate interest of the Pledgor and the Debtor;
 - (f) in granting in granting this Pledge, the Pledgor has relied exclusively on its own analysis of the creditworthiness and financial position of the Debtor and it has not relied on the Pledgee or on the Secured Parties in this respect; and

- (g) no demand, order or resolution for the winding-up or liquidation of the Debtor or the Pledgor or for the protection of the Debtor 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 3.2 hereabove are made on the date of this Agreement and shall be repeated on the date of each Credit Event and on each date on which Future Intercompany Loan Agreements are entered into.

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 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 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 shall ensure that no rights of set-off, rights of retention, counterclaims, privileges and any other similar rights (other than rights under this Agreement) can be exercised in connection with the Pledged Assets;
- (c) it shall provide the Pledgee with the adequate description of any Pledged Assets and, at the reasonable request of the Pledgee, to deliver to the Pledgee any documents or other information relating to such Pledged Assets and any balances outstanding thereunder;
- (d) 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; and

- (e) it will not amend the terms of any Intercompany Loan Agreement in any way that would adversely affect the existence of the Pledge or cause an Event of Default to occur which is continuing.

4.2 The Debtor covenants to the Pledgee during the Security Period that:

- (a) it waives any present and future rights of set-off, rights of retention, compensation, counterclaims, privileges or any other similar rights of defense in connection with the Intercompany Loan Agreement which the Debtor could oppose to the Pledgor and/or the Pledgee; and
- (b) it shall cooperate with the Pledgee and sign or cause to be signed all such further documents and take all such further action as the Pledgee may from time to time reasonably request to perfect and protect the Pledge of the Pledged Assets and to carry out the provisions and purposes of this Agreement.

4.3 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. RIGHTS TO THE PLEDGED ASSETS

5.1 At any time prior to, and up until, the occurrence of an Event of Default which is continuing and subject to the terms of the Loan Documents, the Pledgor shall be entitled to receive payment of the Pledged Assets or to exercise all the rights it has under the Pledged Assets.

5.2 Upon the occurrence of an Event of Default which is continuing, the Pledgee shall be entitled to exercise or direct the exercise of any rights attached to the Pledged Assets in any way it deems fit for the purpose of protecting or enforcing its rights under this Agreement. In particular, the Pledgee may defend any claims or initiate or take over any proceedings relating to the Pledged Assets which the Pledgee deems fit and to negotiate, compromise, abandon, release or settle in any way any such claims or proceedings. As from the occurrence of an Event of Default which is continuing, the Pledgor shall no longer be entitled to exercise any rights attached to the Pledged Assets, unless authorised by the Pledgee.

- 5.3 Upon the occurrence of an Event of Default which is continuing, only the Pledgee shall be entitled to receive and retain all payments under the Pledged Assets. The Pledgor shall no longer be entitled to demand or receive any payments under the Pledged Assets and the Debtor undertakes to make any payments only to the Pledgee.

6. POWER OF ATTORNEY

- 6.1 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.
- 6.2 The Debtor irrevocably appoints the Pledgee to be its attorney and to make in its name and on its behalf all filings and publications or other formalities required to give effect to the exercise by the Pledgee of its rights under this Agreement, the Intercompany Loan Agreement or by law.
- 6.3 The powers of attorney granted in Clause 6.1 and Clause 6.2 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 Debtor 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.
- 6.4 The Pledgor and the Debtor 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 6 (*Power of Attorney*).
- 6.5 For the avoidance of doubt, the Parties hereby agree that the powers of attorney granted under this Clause 6 (*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 Debtor, as permitted under article 2003 of the Luxembourg Civil Code.

7. ENFORCEMENT

- 7.1 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:
- 7.1.1 in respect of any Pledged Assets consisting of claims for sums of money, to require the Debtor to make payment of the amount due by it under the Pledged Assets directly to the Pledgee, upon maturity of the Debtor debt;
 - 7.1.2 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 Debtor 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 Debtor 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;
 - 7.1.3 sell the Pledged Assets in a private sale at normal commercial terms (*conditions commerciales normales*) for a cash or non-cash consideration;
 - 7.1.4 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);
 - 7.1.5 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
 - 7.1.6 if applicable, proceed to a set off between the Secured Obligations and the Pledged Assets.

- 7.2 The Pledgor hereby undertakes to cooperate to the widest extent required to enable the Pledgee to exercise its rights under this Clause 7 (*Enforcement*), and in particular, but without prejudice to Clause 6 (*Power of Attorney*) to promptly assist with any steps that may be required.
- 7.3 The determination by the Pledgee that any event referred to in Clause 7.1 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.
- 7.4 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.

8. 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.

9. PARTIAL ENFORCEMENT

Subject to Clause 7 (*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. The Pledge shall continue to remain in full and valid existence until enforcement, discharge or termination hereof, as the case may be.

10. 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.

11. 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.

12. CONTINUING AND ADDITIONAL SECURITY

- 12.1 The Pledge is a continuing security interest, shall remain in full force and effect until expressly released in accordance with Clause 13 (*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.
- 12.2 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
- 12.3 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.

13. DISCHARGE OF THE PLEDGE

- 13.1 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.
- 13.2 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.

- 13.3 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.

14. WAIVER OF PLEDGOR'S RIGHTS

- 14.1 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.
- 14.2 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 Debtor, 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.

15. LIABILITY OF THE PLEDGEE

- 15.1 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*).
- 15.2 The Pledgee will not be under any obligation to take any steps necessary to preserve any rights in 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.

16. 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.

17. DELEGATION BY THE PLEDGEE

17.1 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.

17.2 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.

17.3 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 wilful misconduct (*faute intentionnelle*) of such delegate.

17.4 Each of the Pledgor and the Debtor 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 17 (*Delegation by the Pledgee*) does or purports to do in the exercise of the powers granted by this Clause.

18. 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.

19. 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.

20. ASSIGNMENT AND TRANSFER

20.1 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.

- 20.2 The Pledgor and the Debtor may not assign, transfer or novate all or any of its rights and obligations hereunder without the prior written consent of the Pledgee.
- 20.3 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.

21. 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.

22. AMENDMENT

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

23. 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.

24. 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.

25. GOVERNING LAW AND JURISDICTION

- 25.1 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.
- 25.2 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 Fitzherbert Brockles*
Title: *Director*

The Pledgee

JPMorgan Chase Bank, National Association

Represented by:
Title:

The Debtor

Kobalt Music Royalties Sarl

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 Debtor

Kobalt Music Royalties Sarl

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 Debtor

Kobalt Music Royalties Sarl




Represented by:

Title:

Authorised Representative
[Signature]