



Registration of a Charge

Company Name: **CUTTING EDGE MUSIC PUBLISHING LIMITED**

Company Number: **11434244**



Received for filing in Electronic Format on the: **08/04/2024**

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Details of Charge

Date of creation: **02/04/2024**

Charge code: **1143 4244 0007**

Persons entitled: **NORTHLEAF CAPITAL PARTNERS (CANADA) LTD**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **O'MELVENY & MYERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11434244

Charge code: 1143 4244 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd April 2024 and created by CUTTING EDGE MUSIC PUBLISHING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th April 2024 .

Given at Companies House, Cardiff on 10th April 2024

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



Companies House



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

Dated 2 April, 2024

- (1) **MUSIC HOLDINGS LIMITED,
MUSIC MIDCO LIMITED,
CEG MEDIA MUSIC LIMITED,
CUTTING EDGE MUSIC PUBLISHING
LIMITED, and
WHITE STORK MUSIC LTD
CUTTING EDGE MEDIA MUSIC LIMITED,**
as Chargors
- (2) **NORTHLEAF CAPITAL PARTNERS
(CANADA) LTD** as Administrative Agent

SECOND LIEN SECURITY AGREEMENT (UK)

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THIS SECOND LIEN SECURITY AGREEMENT (the "**Security Agreement**") is dated 2 April, 2024 and made between:

- (1) **THE PERSONS** listed in Schedule 1 (*The Chargors*) (the "**Chargors**"); and
- (2) **NORTHLEAF CAPITAL PARTNERS (CANADA) LTD**, as collateral agent for the Secured Parties on the terms set out in section 9.01(b) (*Collateral Agent*) of the Credit Agreement (the "**Administrative Agent**").

BACKGROUND:

- (A) By a New York law governed credit agreement made on or about the date of this Security Agreement between amongst others (1) Music Holdings Limited as Borrower and (2) Northleaf Capital Partners (Canada) Ltd. in various capacities including as Administrative Agent (the "**Credit Agreement**"), term loans and other financial accommodations have been provided by the Lenders to the Loan Parties in the form of delayed draw term loans on the terms of the Credit Agreement.
- (B) The provision of this Security Agreement is a condition precedent to the obligations of the Lenders under the Credit Agreement. This is the "Security Agreement (UK)" as defined in the Credit Agreement.
- (C) The Administrative Agent holds the Security Trust Property on trust for the Secured Parties on the terms set out in the Credit Agreement and this Security Agreement.
- (D) This document is the deed of the Chargors, even if it has not been duly executed by the Administrative Agent or has been executed by the Administrative Agent but not as a deed.
- (E) The parties acknowledge that the Chargors have entered into another security agreement on or around the date hereof (the "**First Lien Security Agreement**") in favour of Fifth Third Bank, National Association, and that the security interests created by the First Lien Security Agreement shall rank prior to the security interest created in favour of the Administrative Agent in this Deed, subject always to the terms of the Intercreditor Agreement.

THIS DEED WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined in the Credit Agreement

Terms defined in the Credit Agreement but not in this Security Agreement shall have the same meanings in this Security Agreement as in the Credit Agreement.

1.2 Definitions

In addition, in this Security Agreement:

"Administrator" means any administrator appointed under this Security Agreement to manage the affairs, business and assets of the Chargors.

"Assigned Document" means any document rights under which are from time to time assigned under this Security Agreement.

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

"Credit Agreement" has the meaning given to it in Recital (A).

"Debt" means any book or other debt, revenue or claim. In relation to each Chargor, **"its Debts"** means all Debts in which it has any rights.

"Declared Default" has the meaning given to it in Clause 12.1(a) (*Enforcement*).

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Administrative Agent or a Receiver.

"Discharge Date" has the meaning given to it in Clause 20.1 (*Definitions relating to release of this Security*).

"Excluded Property" has the meaning given to it in the Credit Agreement.

"First Lien Administrative Agent" has the meaning given to it in the Credit Agreement.

"First Lien Lenders" has the meaning given to it in the Credit Agreement.

"First Lien Obligations" has the meaning given to it in the Credit Agreement.

"IA" means the Insolvency Act 1986.

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

"Insurance" means any policy or contract of insurance other than any third party liability insurance, directors' and officers' insurance or other policy pursuant to which the proceeds of claims are paid to a third party. In relation to each Chargor, **"its Insurances"** means all Insurances in which it has any rights (including as loss payee or additional insured).

"Intellectual Property" means:

- (a) all patents, utility models, trade and service marks, trade names, domain names, design rights, copyrights, moral rights, topography rights, rights in databases, trade secrets, know-how and other intellectual property, whether or not registered or registrable; and including
- (b) registrations and applications for registration of any of these and rights to apply for the same,

and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world. In relation to each Chargor, **"its Intellectual Property"** means all Intellectual Property (including any listed in Schedule 2 (*Specified Intellectual Property*)) in which it has any rights.

"Intercompany Debt" has the meaning given to it in the Credit Agreement.

"Intercreditor Agreement" has the meaning given to it in the Credit Agreement.

"Investment" means any share, stock, debenture, bond, partnership interest, or other security or investment. In relation to each Chargor, **"its Investments"** means all Investments in which it has any rights and all its rights against any nominee or other trustee, fiduciary, custodian or clearing system with respect to any Investments at any time.

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

"LPA" means the Law of Property Act 1925.

"Master Recordings" has the meaning given to it in the Credit Agreement.

"Material Music Agreement (UK)" means any Material Music Agreement to which each Chargor is party which is governed by English law.

"Material Music Product (UK)" means any Material Music Product held by each Chargor which is governed by English law.

"Notice of Assignment" means a notice of assignment substantially in the form set out in Schedule 3, Part 1 (*Notice of assignment of Assigned Document*) or Schedule 3, Part 2 (*Notice of assignment of Insurance*), as appropriate, or in such other form as may be agreed with the Administrative Agent (both Chargors and Administrative Agent acting reasonably).

"Notice of Charge" means a notice of charge substantially in the form set out in Schedule 3, Part 3 (*Notice of charge*) or in such other form as may be agreed with the Administrative Agent (both Chargors and Administrative Agent acting reasonably).

"Notice of Security" means a Notice of Assignment or a Notice of Charge, as applicable.

"NSI Act" has the meaning given to it in Clause 10.2 (*Income on Investments*).

"Party" means a party to this Security Agreement.

"Receiver" means any receiver, receiver and manager or administrative receiver appointed under this Security Agreement by the Administrative Agent over all or any of the Security Assets whether solely, jointly, severally or jointly and severally with any other person and includes any substitute for any of them appointed from time to time.

"Records" has the meaning given to it in the Credit Agreement.

"Secured Obligations" has the meaning given to it in the Credit Agreement but excludes any money, obligation or liability which would cause the covenant set out in Clause 2.1 (*Covenant to pay*) or the security which would otherwise be constituted by this Security Agreement to be unlawful or prohibited by any applicable law or regulation.

"Secured Parties" has the meaning given to it in the Credit Agreement and includes a Receiver or any Delegate.

"Security Agreement (US)" has the meaning given to the term "Security Agreement" in the Credit Agreement.

"Security Assets" means the assets from time to time the subject of this Security, **"Security Asset"** means any of them and any reference to one or more of the Security Assets includes all or any part of it or each of them. For the avoidance of doubt, the "Security Assets" do not include the Excluded Property except to the extent required for the floating charge constituted by clause 3.8 (*Floating charge*) to be classed as a "qualifying floating charge" in accordance with (b) Schedule B1, Paragraph 14 IA.

"Security Enforcement Party" means the Administrative Agent, any Receiver or any Delegate.

"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Trust Property" means the Security Assets subject to this Security Agreement, the proceeds of such Security Assets, any rights or other assets expressed in this Security Agreement or any other Loan Document to be granted to or held by the Administrative Agent as trustee and any rights granted in this Security Agreement to any Secured Parties that are not party to this Security Agreement.

"Swap Contract" has the meaning given to it in the Credit Agreement.

1.3 Construction

- (a) Section 1.02 (*Other Interpretative Provisions*) of the Credit Agreement shall apply as if set out in full again here, with references to "this Agreement" being construed as references to this Security Agreement and with such other changes as are appropriate to fit this context.
- (b) In addition, in this Security Agreement, unless a contrary indication appears any reference to:
 - (i) **"assets"** includes present and future properties, revenues, rights and other assets of every description. Any reference to **an asset** includes any proceeds of disposal of all or part of that asset and any other monies paid or payable in respect of that asset and any reference to a **particular type or category of assets** includes any present or future assets of that type or category;

- (ii) a **"disposal"** includes any lease, licence, transfer, sale or other disposal of any kind (with related words being construed accordingly);
- (iii) **"in particular"** means "in particular but without limitation" and other **general words** shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things;
- (iv) any **Loan Document** or other **document** is to that Loan Document or other document as supplemented, otherwise amended, replaced, restated or novated from time to time (however fundamental that amendment, novation or replacement may be, even if it involves increased, new, additional, extended and/or replacement facilities or an increase in any other amount or rate);
- (v) a **Party** or other **particular person** includes its successors in title (including in the case of the Administrative Agent any successor Administrative Agent), permitted assignees and permitted transferees in accordance with their respective interests and in respect of the Administrative Agent includes (except for the references in Clause 19 (*Power of attorney*)), its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
- (vi) a **"person"** includes any individual, firm, company or other corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of them;
- (vii) a **provision of law** is to that provision as amended, re-enacted or replaced from time to time and includes any subordinated legislation in force under it from time to time;
- (viii) a **"Recital"** is to a statement made under the heading "Background" above and any reference to a **"Clause"** or to a **"Schedule"** is to a clause of or a schedule to this Security Agreement (as the case may be);
- (ix) a **"right"** includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future. Any reference to the Chargors' **rights** in any document or asset (or any type or category of documents or assets) includes any rights that it holds from time to time in, to, under, in respect of or derived from that document or asset (or any document or asset of that type or in that category);
- (x) **"this Security"** means the Security Interests constituted by or pursuant to this Security Agreement;
- (xi) this **Security Agreement** includes the Recitals and Schedules, which form part of this Security Agreement for all purposes; and
- (xii) the **singular** includes the plural (and vice versa).

- (c) The index and Clause and Schedule headings are for ease of reference only.
- (d) If there is any inconsistency between the terms of this Security Agreement and those of the Credit Agreement and/or the Intercreditor Agreement, the terms of the Credit Agreement or the Intercreditor Agreement (as applicable) shall prevail.
- (e) The liabilities of the Chargors under this Security Agreement are joint and several.
- (f) Any references in this Security Agreement or any other Loan Document:
 - (A) to the Administrative Agent providing its approval or consent or waiver or making a request or direction or determination;
 - (B) to a matter, item or a person being acceptable to, satisfactory to, approved by or specified by the Administrative Agent;
 - (C) to the Administrative Agent requiring certain steps or actions to be taken;
 - (D) the Administrative Agent disagreeing with any calculation; or
 - (E) to the Administrative Agent otherwise exercising any discretion or power,

are, in each case, to be construed, unless otherwise specified, as references to the Administrative Agent taking or refraining from taking such action on the instructions of the Required Lenders.
- (ii) References in this Security Agreement or in the other Loan Documents to:
 - (A) the Administrative Agent acting reasonably;
 - (B) the Administrative Agent reasonably requiring an action or a matter or the provision of any document, information, report, confirmation or evidence;
 - (C) a matter being in the reasonable opinion of the Administrative Agent;
 - (D) the Administrative Agent's approval or consent not being unreasonably withheld or delayed; or
 - (E) any document, report, confirmation or evidence being required to be reasonably satisfactory to the Administrative Agent, are, in each case, to be construed, unless otherwise specified in the relevant Loan Document, as the Administrative Agent acting on the instructions of the Required Lenders (and the Lenders hereby agree to act reasonably in circumstances where the

Administrative Agent would otherwise be required to act reasonably if this Clause 1.3 (f) did not apply).

- (g) Where the Administrative Agent is obliged to consult under the terms of the Loan Documents, unless otherwise specified, the Required Lenders must instruct the Administrative Agent to consult in accordance with the terms of the relevant Loan Document and the Administrative Agent must carry out that consultation in accordance with the instructions it receives from the Required Lenders or the Lenders, as the case may be. The Administrative Agent shall be under no obligation to determine the reasonableness of such circumstances or whether in giving such instructions the Lenders or Required Lenders (as applicable) are acting in a reasonable manner.

1.4 Third party rights

- (a) Subject to paragraph (c) below, a person who is not a Party (other than any Receiver, Delegate or Administrator) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Security Agreement.
- (b) Notwithstanding Clause 1.4(a), no consent of any person who is not a Party is required to amend or vary this Security Agreement at any time.
- (c) Any Secured Party or any person described in Clauses 12.3 (*Protection of third parties*) or Clause 12.5 (*No Liability*) may, subject to this Clause 1.4 (*Third party rights*) and the Third Parties Act, rely on any Clause of this Security Agreement which expressly confers rights on it.

2. PAYMENT OF THE SECURED OBLIGATIONS

2.1 Covenant to pay

Each Chargor covenants with the Administrative Agent and the other Secured Parties to pay and discharge, or procure the payment or discharge of, each of the Secured Obligations at the time and in the manner provided in the relevant document for their payment or discharge by the relevant Loan Party.

2.2 Further advances

This Security Agreement is made to secure any further advances or other facilities made available by any Secured Party under the Loan Documents, any Swap Contract or any Secured Cash Management Agreement. It does not create any obligation on any Secured Party to make any further advances or other facilities available.

3. CREATION OF SECURITY INTERESTS

3.1 General provisions regarding Security Interests

- (a) Each of the pledges, charges and assignments created under this Security Agreement:
 - (i) is granted to the Administrative Agent as trustee for the Secured Parties;

- (ii) secures the payment and discharge of the Secured Obligations; and
 - (iii) is made with full title guarantee.
- (b) Each assignment under this Security Agreement is subject to a proviso for re-assignment on redemption in accordance with Clause 20.2 (*Release of this Security*).
- (c) If, to the extent and for so long as any charge or assignment under this Security Agreement fails to take effect over the Chargors' rights in any asset because an Authorisation necessary for it to do so has not been obtained or made, the Chargors shall:
 - (i) use its reasonable endeavours to obtain or make the Authorisation as soon as possible upon becoming aware of the requirement for such Authorisation, provided that, if the Authorisation is not obtained within 60 days of the Chargors first seeking such Authorisation, the Chargors shall not be required to take any further steps to obtain such Authorisation; and
 - (ii) until it is obtained or made, hold the relevant rights on trust for the Administrative Agent.

3.2 Master Recordings

Subject to Clause 3.9, each Chargor pledges its Master Recordings.

3.3 Debts

- (a) Subject to Clause 3.9, each Chargor charges by way of fixed charge all of its rights in its Debts.
- (b) In this Security Agreement, unless a contrary indication appears any reference to a Debt includes the benefit of any Security Interest, guarantee or other right in relation to that Debt.

3.4 Investments

- (a) Subject to Clause 3.9, each Chargor charges by way of fixed charge all of its rights in its Investments.
- (b) In this Security Agreement, unless a contrary indication appears any reference to an Investment includes:
 - (i) any associated dividends and interest and any other payments and distributions; and
 - (ii) any right, money or assets accruing or offered at any time in respect of the Investment by way of redemption, exchange, bonus or otherwise.

3.5 Insurances

Subject to Clause 3.9, each Chargor assigns absolutely as security for the payment and discharge of the Secured Obligations all of its rights in its Insurances.

3.6 Assignment of documents

- (a) Subject to Clause 3.9, each Chargor assigns absolutely as security for the payment and discharge of the Secured Obligations all of its rights in:
 - (i) any Material Music Agreement (UK);
 - (ii) any Swap Contract (without prejudice and subject to any netting or set-off provisions contained in it);
 - (iii) any Intercompany Debt and related promissory notes;
 - (iv) any sums payable to it pursuant to any Insurance; and
 - (v) any other document from time to time designated as an Assigned Document, by the Chargors and the Administrative Agent.
- (b) For the avoidance of doubt, each Chargor will remain at all times liable in respect of all of its obligations under each Assigned Document and no Secured Party will be under any obligation or liability under or in respect of those Assigned Documents.

3.7 Miscellaneous fixed charges

Subject to Clause 3.9, each Chargor charges by way of fixed charge, in each case to the extent not otherwise validly and effectively pledged, charged or assigned in Clause 3.2 to Clause 3.6:

- (a) all of its rights in any plant, machinery, vehicles, equipment and other chattels (but excluding its stock-in-trade or work-in-progress);
- (b) any goodwill and uncalled capital from time to time and all of its rights to future calls in respect of capital; and
- (c) all of its rights in its Intellectual Property.

3.8 Floating charge

- (a) Subject to Clause 3.9, each Chargor charges by way of floating charge the whole of its undertaking and other assets.
- (b) Schedule B1, Paragraph 14 IA shall apply to the floating charge created by the Chargors in this Security Agreement.
- (c) The Administrative Agent may at any time by notice to the Chargors convert the floating charge created by the Chargors in this Security Agreement into a

fixed charge with immediate effect as regards any Security Asset specified in the notice if:

- (i) a Declared Default has occurred and is continuing;
 - (ii) the Administrative Agent (acting reasonably) considers that it may be in danger of being seized or sold pursuant to any form of legal process or otherwise in jeopardy; or
 - (iii) the Administrative Agent (acting reasonably) considers that it is necessary to protect the priority of this Security.
- (d) The floating charge created by the Chargors in this Security Agreement shall automatically be converted into a fixed charge with immediate effect as regards all assets subject to it if:
- (i) the Chargors breach Clause 6 (*Negative pledge and disposals*) or attempts to do so;
 - (ii) any person levies or attempts to levy any distress, execution, sequestration or other process against any of those assets; or
 - (iii) any steps are taken to appoint (or have appointed) an administrator of the Chargors or wind it up or if an administrator is appointed.
- (e) Nothing in this Clause 3.8:
- (i) shall affect the crystallisation of the floating charge created by the Chargors under applicable law and regulation; or
 - (ii) shall permit:
 - (A) the floating charge created by the Chargors to be crystallised; or
 - (B) restrictions which would not otherwise apply to be imposed on the disposal of property by the Chargors,
- solely as a result of the obtaining of, or of anything done with a view to obtaining, a moratorium under Part A1 IA.

3.9 Excluded Property

Notwithstanding anything in this Security Agreement to the contrary, the Excluded Property shall be excluded from the Security Interests created by this Security Agreement and from the operation of any further assurance provisions contained herein or in any of the UK Collateral Documents except to the extent required for the floating charge constituted by clause 3.8 (*Floating charge*) to be classed as a “qualifying floating charge” in accordance with Schedule B1, Paragraph 14 IA.

3.10 Ordinary Course Use

Nothing in this Security Agreement shall prohibit an asset being used, or disposed of, in the ordinary course of business of the Chargors.

4. REPRESENTATIONS AND WARRANTIES

4.1 General

Each Chargor makes the representations and warranties set out in this Clause 4 to each Secured Party.

4.2 Security Assets

- (a) It is the sole legal and beneficial owner of the assets over which it purports to grant Security Interests in this Security Agreement, free from any other Security Interests (save for any Security Interests permitted under the Credit Agreement).
- (b) Any shares forming part of the Security Assets are:
 - (i) fully paid;
 - (ii) not subject to any option to purchase or similar rights, save for the call option in connection with the Reorganization (as defined in the Credit Agreement); and
 - (iii) with respect to any transfers of such shares to and by the Secured Parties, freely transferable without legal restriction, with no Authorisation being required to the transfer or its registration,

4.3 Times when representations made

- (a) All the representations and warranties in this Clause 4:
 - (i) are made by the Chargors on the date of this Security Agreement; and
 - (ii) shall be deemed to be repeated by the Chargors on each day on which any representations and warranties are made or repeated (or deemed to be made or repeated) pursuant to the Credit Agreement.
- (b) Each representation or warranty made or deemed to be repeated after the date of this Security Agreement shall be made or deemed to be repeated by reference to the facts and circumstances existing at the date the representation or warranty is made or deemed to be repeated.

5. PERFECTION OF SECURITY AND FURTHER ASSURANCE

5.1 Notice of Security

- (a) Each Chargor shall deliver a Notice of Security (with a copy to the Administrative Agent), duly completed:
 - (i) forthwith:

- (A) to any bank with which it opens or maintains any bank account in England;
- (B) to any insurer in respect of any Insurance;
- (C) to any counterparty under any Swap Contract;
- (D) following the occurrence of an Event of Default, to any counterparty under any Material Music Agreement (UK); and
- (E) to any debtor in respect of any Intercompany Debt; and
- (ii) upon request:
 - (A) to any person against which it has rights in respect of any other Debt; and
 - (B) to any party to any other document,

in each case in respect of which each Chargor has granted a Security Interest in this Security Agreement.

- (b) In Clause 5.1(a):
 - (i) **"forthwith"** means within three (3) Business Days following a request in writing from the Administrative Agent; and
 - (ii) **"upon request"** means within three (3) Business Days following request by the Administrative Agent (acting reasonably).
- (c) Each Chargor shall use commercially reasonable endeavours to procure that each addressee of a Notice of Security promptly acknowledges that Notice of Security in the form attached to that Notice of Security (or in such other form as the Administrative Agent may approve (acting reasonably)). Provided each Chargor has used commercially reasonable endeavours to obtain an acknowledgement of a Notice of Security (but has not obtained such an acknowledgement), the obligation under this Clause 5.1(c) in respect of such Notice of Security shall cease 20 Business Days after the date of service of the relevant Notice of Security.
- (d) The execution of this Security Agreement by the Chargors and the Administrative Agent shall constitute notice to the Chargors of any Security Interest over:
 - (i) any indebtedness owed to it by the Chargors; and
 - (ii) any Material Music Product (UK) held by it.

5.2 Further assurance

- (a) Each Chargor shall promptly and at its own expense take such action as the Administrative Agent or any Receiver may reasonably require:

- (i) to create, preserve, perfect or protect the security created (or intended to be created) by this Security Agreement or the priority of it; or
 - (ii) to facilitate the realisation or enforcement of any Security Asset or the exercise of any of the rights of any Secured Party in relation to the same.
- (b) The action required under Clause 5.2(a) may include the execution of any Security Interest, any assignment or transfer over or of any asset, any notice of this Security or any other document.

5.3 Registrations at Companies House

Each Chargor consents to the registration of the Security Interests created under this Security Agreement at Companies House pursuant to Part 25 of the Companies Act 2006.

6. NEGATIVE PLEDGE AND DISPOSALS

6.1 Negative pledge

Each Chargor undertakes that it will not create or permit to subsist any Security Interest over any Security Asset except as expressly permitted by the Credit Agreement.

6.2 No disposals

Each Chargor undertakes that it will not dispose of (or agree to dispose of) any Security Asset except as expressly permitted by the Credit Agreement.

7. INFORMATION, ACCESS AND REMEDY

This Clause 7 is subject to the terms of the Intercreditor Agreement and Clause 33 (*Intercreditor Agreement*) of this Security Agreement.

- (a) Each Chargor shall promptly deliver to the Administrative Agent:
 - (i) any title documents relating to the Security Assets which the Administrative Agent (acting reasonably) may request;
 - (ii) any copy document or other information which the Administrative Agent (acting reasonably) may request relating to any Security Asset; and
 - (iii) any evidence which the Administrative Agent (acting reasonably) may request of its compliance with the terms of this Security Agreement.
- (b) The Administrative Agent may take any action (including the carrying out of repairs, the provision of information or the payment of money) which it reasonably considers necessary or desirable to remedy any failure by the Chargors to comply with any of its obligations under the Loan Documents.
- (c) The Administrative Agent shall have no obligation to exercise any of its rights under Clause 7(b) or otherwise in relation to any Security Asset.

7.2 Enforcement of rights

Each Chargor shall at its own cost use its commercially best endeavours to enforce any rights and institute, continue or defend any proceedings which the Administrative Agent may from time to time reasonably consider necessary to protect, preserve or realise any Security Asset.

8. MASTER RECORDINGS

8.1 Delivery of Master Recordings

The Chargors:

- (a) confirms that:
 - (i) it does not own any analog Master Recordings at the date of this Security Agreement;
 - (ii) following the acquisition of any analog Master Recording, subject to the terms of the Intercreditor Agreement and Clause 33 (*Intercreditor Agreement*) of this Security Agreement:
 - (A) it will promptly deliver such analog Master Recording to the Administrative Agent;
 - (B) the Administrative Agent will immediately deliver such analog Master Recording back to the Chargors to be held on trust by the Chargors for the Administrative Agent and subject to section 6.18 (*Storage Facilities; No Removal*) of the Credit Agreement; and
 - (iii) it will, on request by the Administrative Agent:
 - (A) promptly grant or arrange access for the Administrative Agent to inspect such analog Master Recording at reasonable times and on reasonable prior notice; and/or
 - (B) immediately deliver such analog Master Recording to the Administrative Agent on request following the occurrence of an Event of Default which is continuing; and
 - (C) hold such analog Master Recording on trust for the Administrative Agent.

8.2 Release of Master Recordings

Subject to the terms of the Intercreditor Agreement and Clause 33 (*Intercreditor Agreement*) of this Security Agreement, if any analog Master Recording is released by the Administrative Agent to the Chargors, then (unless the Administrative Agent indicates otherwise in writing) such analog Master Recording shall be held by or on behalf of the Chargors exclusively for the purpose of its sale or other disposition approved by the Administrative Agent on normal commercial terms at market value.

8.3 Proceeds of disposal of analog Master Recordings

In the event of any disposal of analog Master Recordings by the Chargors (including, without limitation, any disposal contrary to the terms of the Credit Agreement) and subject to the terms of the Intercreditor Agreement:

- (a) the Administrative Agent is authorised to demand and receive the proceeds of such disposal from the Chargors or the person to whom the relevant disposal has been, or is proposed to be, made;
- (b) each Chargor will ensure that all proceeds received by it are paid into a separate account and transferred promptly to the Administrative Agent and, until such transfer, will be held by such Chargor on trust for the Administrative Agent; and
- (c) the Administrative Agent may hold any such proceeds received from the Chargors or any other person in a suspense account and apply them in repayment of outstanding or future Loans in accordance with section 2.07 (*Repayment of Loans*) of the Credit Agreement.

9. ACCOUNTS AND DEBTS

9.1 Maintenance of accounts

Each Chargor shall ensure that all of its bank accounts (other than any Excluded Accounts) are subject to valid security under this Security Agreement.

9.2 Realisation of Debts

- (a) Each Chargor shall get in and realise its Debts in accordance with the Credit Agreement and, subject to that, in the ordinary course of its business. For the avoidance of doubt (unless permitted by the Credit Agreement), this does not permit the realisation of Debts by means of block discounting, factoring or the like.
- (b) All monies received by or on behalf of the Chargors in respect of its Debts:
 - (i) shall be paid into a deposit account of the Chargors located in England or into a deposit account of the Chargors (as secured under the Security Agreement (US)); and
 - (ii) shall until such payment be held on trust for the Administrative Agent.
- (c) The Chargors shall not release, set-off, compound or otherwise deal over, of or with its Debts otherwise than in accordance with Clause 9.2(a) and Clause 9.2(b).

10. THE INVESTMENTS

This Clause 10 is subject to the terms of the Intercreditor Agreement and Clause 33 (*Intercreditor Agreement*) of this Security Agreement.

10.1 Delivery of documents and information

- (a) Each Chargor shall, on the date of this Security Agreement and as soon as reasonably practicable and in any event within 10 Business Days from the day that such documents are received by or become available (including as a result of the relevant Chargor being registered in the register of shareholders of the relevant entity in which it holds shares) to that Chargor in respect of any shares which are issued to or otherwise acquired by that Chargor, deliver to the Administrative Agent (or its nominee) in respect of each of its Investments which are shares of a Company incorporated in England and Wales:
 - (i) any share certificate or other document of title to or representing it;
 - (ii) an instrument of transfer or assignment of it in a form specified by the Administrative Agent, duly executed by each person in whose name it is registered or held (with the name of the transferee or assignee, the consideration and the date left blank); and
 - (iii) any other documents (including duly executed waivers of pre-emption and other rights) which the Administrative Agent (acting reasonably) may request to enable it (or its nominee) to:
 - (A) obtain legal title to (or otherwise be registered as the owner of) the Investment; or
 - (B) be in a position to exercise any rights under this Security Agreement in respect of it.
- (b) The Administrative Agent may, at any time following the occurrence of an Event of Default or if the Administrative Agent reasonably believes an Event of Default has occurred or is likely to occur, have any of the Chargors' Investments registered in its name or in the name of a nominee specified by it acting on its behalf.
- (c) Each Chargor shall send a copy of any notice or other document received by it (in each case, that could or which relates to circumstances that could reasonably be expected to adversely effect the interests of the Secured Parties) relating to any of its Investment promptly to the Administrative Agent.

10.2 Income on Investments

- (a) All dividends, interest and other income received by the Chargors in relation to its Investments prior to a Declared Default which is continuing may be retained by the Chargors and any such income received by the Administrative Agent (or its nominee) will be paid to the Chargors to be applied in accordance with this Clause 10.2(a).
- (b) All income received or payable to the Chargors (or received by the Administrative Agent or its nominee) in relation to the Chargors' Investments following a Declared Default which is continuing shall promptly be paid to (or,

as applicable, retained by) the Administrative Agent and until that payment is made shall be held on trust for the Administrative Agent.

- (c) The Administrative Agent shall not be entitled to demand any voting or other rights under paragraph (b) above if and to the extent that:
 - (i) a notifiable acquisition would take place under section 6 of the National Security and Investment Act 2021 (the "**NSI Act**") and any regulations made under the NSI Act as a consequence of making that demand or exercising those rights; and
 - (ii) either:
 - (A) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
 - (B) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.

10.3 Voting and other rights

- (a) Subject to Clause 10.2 and the remainder of this Clause 10.3:
 - (i) each Chargor may exercise all voting and other rights attached to its Investments; and
 - (ii) if any of those rights are exercisable by the Administrative Agent or its nominee, the Chargors may direct in writing how they are to be exercised.
- (b) The Chargors shall not exercise, or direct the exercise of, any rights attached to its Investments in any manner which is likely to be materially adverse to the interests of the Secured Parties.
- (c) The Chargors shall not without the prior written consent of the Administrative Agent permit or agree to any variation of the rights attaching to its Investments which is likely to be materially adverse to the interests of the Secured Parties.
- (d) The Chargors shall not make any nomination, or permit to continue in effect any nomination it may have made, to permit another person to enjoy or exercise any of its rights in relation to any of its Investments where such nomination is likely to be materially adverse to the interests of the Secured Parties.
- (e) If at any time following a Declared Default which is continuing the Administrative Agent gives notice to the Chargors that this Clause 10.3(e) applies, then from the date of that notice and to the extent specified in it:
 - (i) the Administrative Agent (or its nominee) may at the Administrative Agent's discretion (and in the name of the Chargors or otherwise)

exercise, or refrain from exercising, any voting or other rights attached to the Investments; and

- (ii) the Chargors shall not exercise any of those rights.

10.4 **Calls and other obligations**

- (a) Each Chargor shall duly and promptly pay (or ensure that there are paid) all calls, instalments or other monies which may from time to time become due in respect of any of its Investments, without deduction or set-off.
- (b) Each Chargor shall comply with all reasonable requests for information relating to any of its Investments made in accordance with any law or regulation or its constitutional documents or by any listing or other authority (including, where requested, sending a copy of the information to the Administrative Agent).

11. **ASSIGNED DOCUMENTS**

The Chargors shall not waive any rights under, amend, novate, repudiate, rescind or otherwise terminate or permit to be terminated any Assigned Document (except where such action could not reasonably be expected to adversely affect the interests of the Secured Party) without the prior written consent of the Administrative Agent or otherwise as permitted by the Credit Agreement.

12. **ENFORCEMENT – GENERAL PROVISIONS**

This Clause 12 is subject to the terms of the Intercreditor Agreement.

12.1 **Enforcement**

- (a) On or at any time after the occurrence of an Event of Default which is continuing and in respect of which the Administrative Agent has taken action pursuant to section 8.02 (*Remedies upon Event of Default*) of the Credit Agreement (a "**Declared Default**"), this Security shall become immediately enforceable and the Administrative Agent may enforce its rights under this Security Agreement, in the manner and on the terms it thinks fit.
- (b) In particular, it may without further notice exercise in relation to the Security Assets:
 - (i) the power of sale and all other powers conferred on mortgagees by the LPA or otherwise by law, in each case as extended or otherwise amended by this Security Agreement;
 - (ii) to the extent that Clause 13 (*Right of appropriation*) applies, the power to appropriate the relevant Security Assets in accordance with Clause 13.2 (*Exercise of right of appropriation*);
 - (iii) (whether or not it has appointed a Receiver) any or all of the rights which are conferred by this Security Agreement (whether expressly or by implication) on a Receiver; and

- (iv) all rights of the Chargors under each Material Music Agreement (UK).

12.2 LPA provisions

- (a) The Secured Obligations shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of s101 LPA immediately on the execution of this Security Agreement.
- (b) The Administrative Agent and any Receiver is entitled to all of the privileges, immunities and other rights conferred on mortgagees and receivers respectively under the LPA.
- (c) s93(1) LPA (restriction on the consolidation of mortgages), s103 LPA (restricting the power of sale), ss105, 107(2) and 109(6) LPA (application of proceeds of sale) and s109(1) LPA (restricting the power to appoint a receiver) shall not apply to this Security.

12.3 Protection of third parties

- (a) No purchaser, mortgagee or other person dealing with a Security Enforcement Party shall:
 - (i) be bound to enquire whether its entitlement to exercise any of its rights has arisen or become exercisable or whether any Secured Obligations remain outstanding; or
 - (ii) be concerned as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with that Security Enforcement Party.
- (b) All of the protection to purchasers contained in ss104 and 107(1) LPA and s42(3) IA shall apply to any person purchasing from or dealing with a Security Enforcement Party as if the Secured Obligations had become due and the statutory powers of sale and of appointing a Receiver in relation to the Security Assets had arisen on the date of this Security Agreement.

12.4 Delegation

- (a) The Administrative Agent and (to the extent their appointment so permits) a Receiver (the "**Appointor**") may delegate to any person or persons all or any of the rights which are exercisable by it under this Security Agreement. A delegation under this Clause may be made in any manner (including by power of attorney) and on any terms (including power to sub-delegate) which the Appointor may think fit.
- (b) A delegation under Clause 12.4(a) shall not preclude the subsequent exercise of the relevant rights by the Appointor nor preclude the Appointor from making a subsequent delegation of them to another person or from revoking that delegation.

- (c) Neither the Administrative Agent nor any Receiver shall be liable or responsible to the Chargors for any loss or damage arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

12.5 No liability

- (a) Neither any Security Enforcement Party or Administrator nor any of their respective officers or employees shall owe any duty to the Chargors to exercise any of their rights under this Security Agreement or be liable or responsible to the Chargors:
 - (i) for any Losses arising out of any exercise, purported exercise or non-exercise of any of its rights under this Security Agreement;
 - (ii) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
 - (iii) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 25 (*Currency*);
 - (iv) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargors); or
 - (v) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,excluding in all cases any losses, defaults or omissions resulting from gross negligence or wilful misconduct of any Security Enforcement Party or any of its respective officers or employees as determined in a final non-appealable judgment by a court of competent jurisdiction.
- (b) Neither a Security Enforcement Party nor any Administrator shall be liable as a mortgagee in possession or otherwise to account in relation to all or any part of the Security Assets for any loss on realisation or for any other action, default or omission for which it might otherwise be liable as a mortgagee in possession.

13. RIGHT OF APPROPRIATION

This Clause 13 is subject to the terms of the Intercreditor Agreement.

13.1 Application of right of appropriation

This Clause 13 applies to the extent the Security Assets constitute "financial collateral" and this Security Agreement constitutes a "financial collateral arrangement" (within the meaning of the Financial Collateral Arrangements (No. 2) Regulations 2003).

13.2 Exercise of right of appropriation

- (a) If and to the extent that this Clause 13 applies, the Administrative Agent may appropriate the Security Assets in or towards discharge of the Secured

Obligations in such order as the Administrative Agent may (subject to any specific provisions of the Loan Documents in this regard) determine.

- (b) If the Administrative Agent exercises its right of appropriation then it shall for these purposes value:
 - (i) any bank account at the amount standing to the credit of that account, together with any accrued interest not credited to the account, at the time of the appropriation; and
 - (ii) any other relevant Security Asset by reference to an independent valuation or other procedure determined by the Administrative Agent, acting reasonably, at the time of the appropriation.

14. RECEIVERS

This Clause 14 is subject to the terms of the Intercreditor Agreement.

14.1 Appointment of Receiver

- (a) Subject to the remainder of this Clause 14.1, the Administrative Agent may appoint one or (at the same or different times) more persons as a receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) the Chargors so requests in writing at any time.
- (b) No appointment may be made pursuant to Clause 14.1:
 - (i) solely as a result of the obtaining of, or with a view to obtaining, a moratorium under Part A1 IA; or
 - (ii) of an administrative receiver if that appointment would contravene s72A IA.
- (c) If at any time two or more persons hold office as Receivers, each of those Receivers shall (subject to the terms of their appointment) be entitled to exercise individually all of the rights conferred on Receivers under this Security Agreement to the exclusion of the other or others.

14.2 Remuneration

The Administrative Agent may fix the remuneration of any Receiver from time to time, without being limited by the maximum rate specified in s109(6) LPA.

14.3 Removal and replacement

The Administrative Agent may:

- (a) subject to obtaining a court order if required by law, remove any Receiver by written notice; and

- (b) replace (by appointment pursuant to Clause 14.1) any Receiver whose appointment has terminated.

14.4 Agent of the Chargors

- (a) Any Receiver appointed under this Security Agreement, whether acting solely or jointly, shall be deemed to be the agent of the Chargors and to be in the same position as a receiver appointed under the LPA.
- (b) The Chargors shall, jointly and severally, be solely responsible for the acts, omissions, defaults, losses and misconduct of any Receiver and for their remuneration. The Administrative Agent shall not be in any way liable or responsible either to the Chargors or to any other person for any Receiver.

15. POWERS OF SECURITY ENFORCEMENT PARTIES

15.1 General

- (a) A Receiver has:
 - (i) all of the rights set out below in this Clause 15;
 - (ii) all of the rights granted by the LPA to any receiver or mortgagor or mortgagee in possession; and
 - (iii) whether or not it is an administrative receiver, all of the rights granted by the IA to any administrative receiver,in each case as such rights are varied and extended by this Security Agreement.
- (b) The Administrative Agent has after this Security has become enforceable the rights referred to in Clause 15.1(a), whether or not it has appointed a Receiver.
- (c) A Delegate has the rights referred to in Clause 15.1(a) to the extent provided in its or their appointment.
- (d) Any reference in this Clause 15 to any Security Assets includes, in the case of a Receiver or Delegate, only those Security Assets over or in respect of which it has or they have been appointed.
- (e) A Security Enforcement Party may exercise its or their rights under this Clause 15 in such manner and on such terms as it thinks or they think fit.

15.2 Collection, leasing and disposal of Security Assets

A Receiver has:

- (a) the right to enter into, take possession of, give up possession of, get in and collect any Security Asset;
- (b) the right to sell or otherwise dispose of any Security Asset on any terms and for any consideration as the Security Enforcement Party may think fit. This

consideration may include cash, debentures, obligations, shares or other security and may be payable in a lump sum or instalments;

- (c) the right to sever any plant, machinery or other fixtures from the premises to which they are attached and the right to dispose of them separately in accordance with Clause 15.2(b);
- (d) the right, in connection with or to facilitate any disposal, to release or discharge, whether or not for any consideration, any Debts comprised in the Security Assets; and
- (e) the right to give a valid receipt for any money and execute any discharge, assurance or other document which may be proper or desirable to realise any Security Asset.

15.3 Upkeep of Security Assets

A Receiver has:

- (a) the right to repair, decorate, furnish, maintain, alter, improve, replace, renew or add to the Security Assets;
- (b) the right to develop any Security Asset and for that purpose to apply for any Authorisations, enter into any documents and carry out any works; and
- (c) the right to insure any Security Assets.

15.4 Carrying on business

A Receiver has:

- (a) the right to carry on any business of the Chargors;
- (b) the right to appoint or dismiss officers, employees, agents, contractors, advisors and others;
- (c) the right to purchase, lease or otherwise acquire any assets;
- (d) the right to borrow or otherwise raise money either unsecured or on the security of the Security Assets (whether ranking in priority to, *pari passu* with or behind this Security); and
- (e) the right to lend money or advance credit to any customer of the Chargors.

15.5 Contracts and proceedings

A Receiver has:

- (a) the right to perform, repudiate, terminate, amend or enter into any contract or other document relating to any Security Asset;
- (b) the right to bring, prosecute, defend, enforce and discontinue any action, suit, arbitration or other proceedings relating to any Security Assets; and

- (c) the right to pursue, settle, arrange, compromise or submit to arbitration any claim, account, dispute or demand relating to, or to make any VAT election in respect of, any Security Asset.

15.6 Other rights

A Receiver has:

- (a) the right to form a subsidiary of the Chargors and the right to lease, license or transfer any Security Asset to it;
- (b) the right to do any other act or thing which the Security Enforcement Party may consider:
 - (i) desirable or necessary to protect, preserve or realise any Security Asset; or
 - (ii) incidental or conducive to any rights conferred on the Security Enforcement Party under or by virtue of this Security Agreement or by law;
- (c) the right to exercise and do in relation to any Security Asset all the rights and things which the Security Enforcement Party would be capable of exercising or doing if it or they were the absolute beneficial owner of that Security Asset; and
- (d) the right to use the name of the Chargors to exercise any of the rights referred to in this Clause 15.

16. APPOINTMENT OF ADMINISTRATOR

This Clause 16 is subject to the terms of the Intercreditor Agreement.

16.1 Appointment of Administrator

- (a) The Administrative Agent may without notice appoint any one or more persons to be an administrator of the Chargors pursuant to Schedule B1, Paragraph 14 IA at any time after this Security has become enforceable.
- (b) Clause 16.1(a) shall not apply to the Chargors if Schedule B1, Paragraph 14 IA does not permit an administrator of the Chargors to be appointed.
- (c) Any appointment under Clause 16.1(a) shall be made in the prescribed form by the Administrative Agent.

16.2 Replacement of an Administrator

The Administrative Agent may apply to the court for the termination of the appointment of any Administrator and/or the appointment of a replacement for any Administrator whose appointment ends for any reason.

17. DEALING WITH PROCEEDS

This Clause 17 is subject to the terms of the Intercreditor Agreement.

17.1 Application of proceeds of enforcement, etc

- (a) Any monies received by the Administrative Agent or any Receiver under this Security Agreement after this Security has become enforceable shall be applied in the following order of priority:
 - (i) in or towards payment of, or provision for, all amounts due to or Losses incurred by any Security Enforcement Party (including any remuneration, fees and expenses due to the Administrative Agent and any fees and expenses incurred by its counsel, including any taxes thereon) under or in connection with this Security Agreement and all remuneration due to any Receiver under or in connection with this Security Agreement;
 - (ii) in payment to the Administrative Agent to be applied in accordance with section 8.03 (*Application of Funds*) of the Credit Agreement; and
 - (iii) if each Chargor is not under any further actual or contingent liability under the Loan Documents, in payment of the surplus (if any) to the person or persons entitled to it.
- (b) Clause 17.1(a) is without prejudice to the right of the Administrative Agent to recover any shortfall from the Chargors.

17.2 Right of retention

Notwithstanding Clause 17.1(a), until the Discharge Date the Administrative Agent or any Receiver may:

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

17.3 Insurance proceeds

- (a) All monies received by the Chargors by virtue of any Insurance on the Security Assets (whether or not effected under this Security Agreement):
 - (i) shall be part of the Security Assets;
 - (ii) at any time before this Security has become enforceable, shall be applied by the Chargors in or towards making good the loss or damage in respect of which they became payable; and

- (iii) at any time after this Security has become enforceable, shall (subject to any rights of third parties arising under any applicable law and regulation or under any occupational lease), be paid to the Administrative Agent (and until so paid shall be held on trust for the Administrative Agent).

This Clause 17.3(a) shall apply whether the event pursuant to which those monies became payable occurred before, on or after the date of this Security Agreement.

- (b) Any monies so paid to the Administrative Agent (or otherwise received by any Security Enforcement Party by virtue of any insurance on the Security Assets) shall be applied at the discretion of the Administrative Agent either in reduction of the Secured Obligations or in or towards making good the loss or damage in respect of which they became payable. Each Chargor waives any right it may have to require that those monies be applied in or towards making good the loss or damage in respect of which they became payable.

18. GENERAL SECURITY PROVISIONS

18.1 Continuing security

This Security is, and shall remain in force as, a continuing security for the Secured Obligations, regardless of any intermediate payment or discharge, unless and until it is released and discharged in writing by the Administrative Agent.

18.2 Additional security

This Security is in addition to and is not in any way prejudiced by any other guarantee or Security Interest now or subsequently held by or on behalf of any Secured Party.

18.3 Waiver of defences

The obligations of the Chargors under this Security Agreement will not be discharged, impaired or otherwise affected by any act, omission, matter or thing which, but for this Clause 18.3, would reduce, release or prejudice any of its obligations under this Security Agreement, including (whether or not known to it or any Secured Party):

- (a) any time, waiver or consent granted to, or composition with, any Loan Party or any other person;
- (b) the release of any Loan Party or any other person under the terms of any composition or arrangement with any creditor;
- (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 Interest over the assets of, the Chargors or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any document or any failure to take, or failure to realise the full value of, any Security Interest;

- (d) any supplement, extension, restatement, other amendment or novation or replacement of any Loan Document or any other security or other document, however fundamental that amendment, novation and replacement may be and whether or not more onerous, including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Loan Document or other Security Interest or other document;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Loan Party or any other person;
- (f) any unenforceability, illegality or invalidity of any of the Secured Obligations or any other obligation of any person under any Loan Document or any other document or Security Interest; or
- (g) any Insolvency Event in relation to any person.

18.4 **Non-competition**

Until the Discharge Date, the Chargors shall not exercise any rights it may have by reason of a claim being made against it under this Security Agreement or its performing any of its obligations under it:

- (a) to claim any indemnity or contribution from any person;
- (b) to take (by way of subrogation or otherwise) the benefit of any right of any Secured Party;
- (c) to bring legal or other proceedings for an order requiring any Loan Party to make any payment, or perform any obligation, in respect of any Secured Obligation;
- (d) to claim or prove as a creditor of any person in competition with any Secured Party; or
- (e) to receive, claim or have the benefit of any payment, distribution or Security Interest from or on account of any Loan Party or exercise any right of set-off against any Loan Party.

The Chargors shall hold any payment or other benefit received by it contrary to this Clause 18.4 on trust for the Administrative Agent and promptly pay or transfer the same to the Administrative Agent for application in accordance with Clause 17.1 (*Application of proceeds of enforcement, etc*).

18.5 **Chargor intent**

Without prejudice to the generality of Clause 18.3 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security Interests created by this Security Agreement shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility

or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

18.6 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party to enforce any Security Interest or other right, or claim payment from or proceed against any other person, before claiming from it under this Security Agreement. This waiver applies irrespective of any applicable law and regulation or any provision of any Loan Document to the contrary.

18.7 Redemption of prior Security Interests

- (a) The Administrative Agent may at any time:
 - (i) redeem, or procure the transfer to itself of, any prior Security Interest over any Security Assets; or
 - (ii) settle and pass the accounts of the holder of any prior Security Interest. Any accounts so settled and passed shall in the absence of manifest error be conclusive and binding on the Chargors.
- (b) All principal monies, interest, costs, expenses and other amounts incurred in and incidental to any redemption, transfer or settlement under Clause 18.7(a) shall be paid by the Chargors to the Administrative Agent on demand, in each case together with interest calculated in the manner referred to in section 2.08(b) (*Default Rate*) of the Credit Agreement.

18.8 Subsequent Security Interests

- (a) At any time following:
 - (i) the receipt by any Secured Party of notice (either actual or constructive) of any subsequent Security Interest affecting any Security Assets;

- (ii) an Insolvency Event occurring in relation to the Chargors; or
- (iii) any disposal of any Security Assets in breach of Clause 6.2 (*No disposals*),

any Secured Party may open a new account or accounts in the name of the Chargors (whether or not it permits any existing account to continue). If a Secured Party does not open such a new account, it shall nevertheless be deemed to have done so at the time of receipt of the notice, the commencement of the Insolvency Event or the disposal.

- (b) From that time all payments received by the Secured Party for the account of the Chargors shall be credited or treated as having been credited to the new account (or deemed new account) and shall not operate to reduce the amount secured by this Security at the time of receipt of the notice, the commencement of the Insolvency Event or the disposal.

19. POWER OF ATTORNEY

This Clause 19 is subject to the terms of the Intercreditor Agreement.

- (a) The Chargors irrevocably and by way of security appoints each Security Enforcement Party severally to be its attorney, in its name or otherwise, on its behalf and as its act and deed to execute, deliver and perfect any document and do any other act or thing which may be required or which the attorney may consider desirable:
 - (i) to carry out any obligation imposed on the Chargors by this Security Agreement; or
 - (ii) in the exercise of any rights conferred on any Security Enforcement Party by this Security Agreement or by applicable law and regulation.

This power of attorney is only exercisable following the occurrence of an Event of Default which is continuing.

- (b) Each Chargor undertakes to ratify and confirm all acts and things done by an attorney in the exercise or purported exercise of this power of attorney.

20. RELEASE OF SECURITY

20.1 Definitions relating to release of this Security

- (a) In this Security Agreement, "**Discharge Date**" means the date on which:
 - (i) all of the Secured Obligations have been unconditionally and irrevocably paid or discharged in full; and
 - (ii) no further Secured Obligations are capable of arising or being outstanding.

For this purpose, a Secured Obligation will not be considered to have been irrevocably paid or discharged if the Administrative Agent, acting reasonably, considers that any payment made in respect of it is capable of being avoided.

- (b) In this Clause 20:
 - (i) **"avoided"** means avoided, restored or adjusted in whole or part under any law relating to insolvency (and **"avoidance"** shall be construed accordingly); and
 - (ii) **"settlement"** means a release, settlement, discharge, re-assignment or arrangement.

20.2 Release of this Security

- (a) Clause 6 (*Negative pledge and disposals*) shall cease to apply on the Discharge Date.
- (b) If the Chargors so request on or following the Discharge Date, the Administrative Agent shall as soon as reasonably practicable release and discharge this Security and re-assign the assets assigned to the Administrative Agent under this Security Agreement without recourse, representation or warranty and subject to the rights of any person having prior rights over those assets.
- (c) Any settlement made by the Administrative Agent on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided.
- (d) If any avoidance occurs as referred to in Clause 20.2(c) (including by reason of a concession or compromise referred to in Clause 20.2(e)), then the settlement given by the Administrative Agent shall have no effect and shall not prejudice the right of the Administrative Agent to enforce this Security in respect of the Secured Obligations. As between the Chargors and the Administrative Agent, this Security shall (notwithstanding the settlement) be deemed to have remained at all times in effect and held by the Administrative Agent as security for the Secured Obligations.
- (e) Any Secured Party may concede or compromise any claim that an assurance, security or payment given or paid to it is liable to avoidance.
- (f) If the Chargors so request following the disposal of any asset permitted under the Credit Agreement, the Administrative Agent shall as soon as reasonably practicable release any Security Interest over such asset constituted by or pursuant to this Security Agreement.

21. ADMINISTRATIVE AGENT PROVISIONS

21.1 Administrative Agent as trustee

- (a) The Administrative Agent declares that it holds the Security Trust Property on trust for the Secured Parties on the terms contained in this Security Agreement.

- (b) By entering into or acceding to the Credit Agreement, any other Loan Document, any Swap Contract or any Secured Cash Management Agreement, each of the other Secured Parties authorises the Administrative Agent:
 - (i) to perform the duties, obligations and responsibilities given to it under or in connection with the Loan Documents; and
 - (ii) to exercise the powers, authorities, discretions and other rights specifically given to the Administrative Agent under or in connection with the Loan Documents, together with any other incidental powers, authorities, discretions and other rights and, in so acting as Administrative Agent under this Security Agreement, the Administrative Agent shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Credit Agreement and the other Loan Documents.
- (c) Notwithstanding any other provisions of this Security Agreement, in acting under and in accordance with this Security Agreement, the Administrative Agent is entitled to seek instructions from the Lenders in accordance with the provisions of the Credit Agreement and at any time, and where it so acts or refrains from acting on the instructions of the Lenders, the Administrative Agent shall not incur any liability to any person for so acting or refraining from acting.
- (d) The Administrative Agent has no obligation to, and shall not, take any step, action or proceeding under this Security Agreement which could in its opinion (acting in good faith), be reasonably expected to render it liable to any person in the performance of its duties under this Security Agreement unless it has been indemnified and/or secured (whether by payment in advance or otherwise) to its satisfaction against any and all Losses which it may incur as a consequence of so acting.

21.2 Winding up of trust

If the Discharge Date occurs, then:

- (a) the trusts set out in this Security Agreement shall be wound up; and
- (b) the Administrative Agent may (and shall if the Chargor so requests) release, without recourse or warranty, all of the Security Assets subject to this Security Agreement and the rights of the Administrative Agent under this Security Agreement.

Any release relating to this Security shall be effected pursuant to Clause 20.2 (*Release of this Security*).

21.3 Powers supplemental to Trustee Acts

The powers, authorities, discretions and other rights given to the Administrative Agent under or in connection with the Loan Documents shall be supplemental to the Trustee

Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Administrative Agent by law or regulation or otherwise.

21.4 Disapplication of Trustee Acts

S1 Trustee Act 2000 shall not apply to the duties of the Administrative Agent in relation to the trusts constituted by this Security Agreement. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Security Agreement, the provisions of this Security Agreement shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Security Agreement shall constitute a restriction or exclusion for the purposes of that Act.

22. INDEMNITY

22.1 Indemnity to the Security Enforcement Parties

Each Chargor shall promptly indemnify each Security Enforcement Party against any Loss (together with any applicable VAT) incurred by any of them as a result of:

- (a) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
- (b) the taking, holding, protection or enforcement of the Security Assets subject to this Security Agreement;
- (c) the exercise of any of the powers, discretions, authorities, remedies and other rights vested in any Security Enforcement Party by the Loan Documents or by law;
- (d) any default by any Loan Party in the performance of any of the obligations expressed to be assumed by it in the Loan Documents;
- (e) instructing lawyers, accountants, tax advisers, surveyors, a financial adviser or other professional advisers or experts as permitted under this Security Agreement; or
- (f) acting as Administrative Agent, Receiver or Delegate under the Loan Documents or which otherwise relates to any of the Security Assets subject to this Security Agreement (otherwise, in each case, than by reason of the relevant Security Enforcement Party's gross negligence or wilful misconduct).

22.2 Lien on Security Assets subject to this Security Agreement

Each Security Enforcement Party may, in priority to any payment to the Secured Parties, indemnify itself out of the Security Assets subject to this Security Agreement in respect of, and pay and retain, all sums necessary to give effect to the indemnity in Clause 22.1 and shall have a lien on the Security Assets subject to this Security Agreement and the proceeds of the enforcement of the Security Assets subject to this Security Agreement for all moneys payable to it.

22.3 **Survival of indemnities**

The indemnities in this Clause 22 shall survive termination of the Administrative Agent's appointment as administrative agent and/or this Security Agreement and/or the discharge of the Secured Obligations and the Security Trust Property only to the extent that the indemnities provided by the Loan Parties survive the termination of the Credit Agreement in accordance with the terms of the Credit Agreement.

23. **CHANGES TO THE PARTIES**

23.1 **Administrative Agent**

The Administrative Agent may assign any or all of its rights and transfer any or all of its obligations under this Security Agreement without the consent of the Chargors being required.

23.2 **Chargors**

The Chargors may not assign any of its rights or transfer any of its rights or obligations under this Security Agreement.

24. **DISCLOSURE OF INFORMATION**

Each Secured Party may disclose any information about a Chargor which it shall consider appropriate to:

- (a) any of its Affiliates, and any of its or their officers, directors, employees, professional advisers, auditors, partners and agents;
- (b) any person to whom it is proposing to assign or transfer, or has assigned or transferred, any of its rights and obligations under this Security Agreement; or
- (c) to any person to whom information may be required to be disclosed by any applicable law and regulation.

25. **CURRENCY**

25.1 **The Spot Rate**

In this Clause, the **Spot Rate** means on any day, in relation to the Administrative Agent or any other Secured Party:

- (a) the spot rate of exchange of that Secured Party, or
- (b) (if that Secured Party does not have an available spot rate of exchange) any other publicly available spot rate of exchange selected by that Secured Party (acting reasonably),

for the purchase of any currency with any other currency in the London foreign exchange market on that day.

25.2 Conversion of moneys received

The Administrative Agent or any other Secured Party may convert any moneys received, recovered or realised in any currency under this Security Agreement (including the proceeds of any previous conversion under this Clause) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate.

26. COMMUNICATIONS

26.1 Notices

Section 11.02 (*Notices; Effectiveness; Electronic Communications*) of the Credit Agreement shall apply as if set out in full again here, with references to "the Borrower" being construed as references to each Chargor and with such other changes as are appropriate to fit this context.

26.2 Chargors' contact details

The address and email address (and the department and/or officer for whose attention the communication is to be made) of the Chargors for any communication to be made or delivered under or in connection with this Security Agreement are as follows:

Address: Unit 9 Westworks Building White City Place
195 Wood Lane
London
United Kingdom
W12 7FQ

Attention: Tim Hegarty, Alison Smith and Tara Finegan

Email: [REDACTED] and [REDACTED]

27. CALCULATIONS AND CERTIFICATES

27.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Security Agreement, the entries made in the accounts maintained by the Administrative Agent or any other Secured Party are prima facie evidence of the matters to which they relate.

27.2 Certificates and determinations

Any certification or determination of any Secured Party as to any matter provided for in this Security Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

28. PARTIAL INVALIDITY

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

29. REMEDIES AND WAIVERS

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

30. AMENDMENTS AND WAIVERS

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

31. COUNTERPARTS

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

32. PROVISIONS OF THE CREDIT AGREEMENT

Any provision of the Credit Agreement which is expressed to apply to documents including this Security Agreement shall, except if and to the extent there is a provision in this Security Agreement covering the same subject matter, apply to this Security Agreement as if set out in full here, as if each Chargor were a Loan Party and with such other changes as are appropriate to fit this context.

33. INTERCREDITOR AGREEMENT

Notwithstanding anything herein to the contrary, the security interests granted to the Administrative Agent pursuant to this Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. As among the Administrative Agent and the Lenders, on the one hand, and the First Lien Administrative Agent and the First Lien Lenders, on the other hand, in the event of any conflict between the terms of the Intercreditor Agreement and this Security Agreement, the terms of the Intercreditor Agreement shall govern and control. Notwithstanding anything herein to the contrary, any obligation herein to deliver possession or control of any Security Assets to the Administrative Agent shall, for so long as the Intercreditor Agreement is in full force and effect, be satisfied by the First Lien Administrative Agent's possession or control thereof;

provided that upon the repayment in full of the First Lien Obligations, the Chargors shall promptly take such actions with respect to the possession and control of such Security Assets as are required hereunder, including, but not limited to, direct delivery of possession and control to the Administrative Agent.

34. GOVERNING LAW

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

35. ENFORCEMENT

35.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Security Agreement (including a dispute relating to the existence, validity or termination of this Security Agreement or any non-contractual obligations arising out of or in connection with this Security Agreement) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly neither Party will argue to the contrary.

35.2 Benefit

Clause 35.1 is for the benefit of the Administrative Agent and the other Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

EXECUTION:

The parties have shown their acceptance of the terms of this Security Agreement by executing and delivering it on the date written at the beginning of this Security Agreement, in the case of the Chargors as a deed, at the end of the Schedules.

**SCHEDULE 1
THE CHARGORS**

Full corporate name of Chargors	Jurisdiction of incorporation	Registration number	Registered office/principal place of business
Music Holdings Limited	England and Wales	13542729	Unit 9 Westworks Building, White City Place, 195 Wood Lane, London, United Kingdom, W12 7FQ
Music Midco Limited	England and Wales	14447704	Unit 9 Westworks Building, White City Place, 195 Wood Lane, London, United Kingdom, W12 7FQ
CEG Media Music Limited	England and Wales	13364683	Unit 9 Westworks Building, White City Place, 195 Wood Lane, London, United Kingdom, W12 7FQ
Cutting Edge Music Publishing Limited	England and Wales	11434244	Unit 9 Westworks Building, White City Place, 195 Wood Lane, London, United Kingdom, W12 7FQ
White Stork Music Ltd	England and Wales	07578894	Unit 9 Westworks Building, White City Place, 195 Wood Lane, London, United Kingdom, W12 7FQ
Cutting Edge Media Music Limited	England and Wales	12756141	Unit 9 Westworks Building, White City Place, 195 Wood Lane, London, United Kingdom, W12 7FQ

SCHEDULE 2
SPECIFIED INTELLECTUAL PROPERTY

None as at the date of this Security Agreement.

SCHEDULE 3
FORM OF NOTICES OF SECURITY

Part 1
Notice of assignment of Assigned Document

[On Chargor's notepaper]

To: *[Name and address of other party]*

[Date]

Dear Sirs

[Name and date of Assigned Document]

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

We give you notice that by a Security Agreement (the "**Security Agreement**") dated [____], 2024 and entered into by us in favour of Northleaf Capital Partners (Canada) Ltd. (as Administrative Agent, as defined in the Security Agreement), we have assigned to the Administrative Agent all of our rights in, to, under, in respect of or derived from the Assigned Document, including the right to receive any payments due under the Assigned Document.

Please note the following:

- (a) we shall at all times remain solely liable to you for the performance of all of the obligations assumed by us under or in respect of the Assigned Document;
- (b) we irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary), after the Administrative Agent notifies you that a Declared Default is continuing, to pay any monies payable by you to us under the Assigned Document to such bank account as the Administrative Agent may from time to time specify in writing;
- (c) after the Administrative Agent notifies you that a Declared Default is continuing, all of the powers, discretions, remedies and other rights which would, but for the Security Agreement, be vested in us under and in respect of the Assigned Document are exercisable by the Administrative Agent;
- (d) we have agreed not to waive any rights under, amend, novate, repudiate, rescind or otherwise terminate or permit to be terminated the Assigned Document without the prior written consent of the Administrative Agent;
- (e) we agree that:
 - (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Administrative Agent's prior written consent; and

- (ii) you are authorised to disclose any information in relation to the Assigned Document to the Administrative Agent at the Administrative Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Administrative Agent, at Northleaf Capital Partners (Canada) Ltd., 79 Wellington Street West, 6th Floor, Box 120, Toronto, Canada M5K 1N9, marked for the attention of Tim Benham.

This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....
[Name of Chargor]
By: *[Name of signatory]*

[On copy letter only:]

To: Administrative Agent

We acknowledge receipt of a notice dated [●] addressed to us by *[Name of Chargor]* (the "**Chargor**") regarding [an agreement dated [●] between the Chargor and us (as amended or novated from time to time, the "**Assigned Document**")].

We confirm that:

- (a) we consent to the assignment of the Assigned Document and will comply with the terms of that notice;
- (b) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, any rights of the Chargor in, to, under, in respect of or derived from the Assigned Document;
- (c) if the Chargor is in breach of any of its obligations, express or implied, under the Assigned Document or if any event occurs which would permit us to terminate, cancel or surrender the Assigned Document we will:
 - (i) promptly on becoming aware of it, give you written notice of that breach; and
 - (ii) accept as an adequate remedy for that breach, performance by you of those obligations within 30 days of that notice;
- (d) we confirm that neither a waiver of any of the Chargor's rights, in, to, under, in respect of or derived from the Assigned Document nor an amendment, novation, rescission or other termination by the Chargor of the Assigned Document shall be effective without your prior written consent; and
- (e) we confirm that we shall not exercise any right of combination, consolidation or set-off which we may have in respect of any debt owed to us by the Chargor and we shall send you copies of all statements, orders and notices given by us relating to that debt.

.....
[Name of other party]

By: *[Name of signatory]*

Dated: [●]

Part 2
Notice of assignment of Insurance

[On Chargor's notepaper]

To: *[Name and address of insurer]*

[Date]

Policy number [●]

We give you notice that by a Security Agreement (the "**Security Agreement**") dated [____], 2024 and entered into by us in favour of Northleaf Capital Partners (Canada) Ltd. (as Administrative Agent, as defined in the Security Agreement), we have assigned all our rights in, to, under, in respect of or derived from the insurance policy, brief details of which are set out below (the "**Policy**"), and all monies which may be payable to or received by us under it.

Please note the following:

- (a) we irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary), after a Declared Default, to pay all monies payable by you to us under the Policy, including the proceeds of all claims, to such bank account as the Administrative Agent may from time to time specify in writing;
- (b) after a Declared Default, all of the powers, discretions, remedies and other rights which would, but for the Security Agreement, be vested in us under and in respect of the Policy are exercisable by the Administrative Agent; and
- (c) we agree that:
 - (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Administrative Agent's prior written consent; and
 - (ii) you are authorised to disclose any information in relation to the Policy to the Administrative Agent at the Administrative Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Administrative Agent, at Northleaf Capital Partners (Canada) Ltd., 79 Wellington Street West, 6th Floor, Box 120, Toronto, Canada M5K 1N9, marked for the attention of Tim Benham.

This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....
[Name of Chargor]
By: *[Name of signatory]*

Details of Policy

Name of insured: [●]

Nature of policy: [●]

Policy number: [●]

Expiry date: [●]

[On copy letter only:]

To: Administrative Agent

We acknowledge receipt of a notice dated [●] addressed to us by *[Name of Chargor]* (the "**Chargor**") regarding the Policy (as defined in that notice).

We confirm that:

- (a) we consent to the assignment of the Policy and will comply with the terms of that notice;
- (b) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, any rights of the Chargor in, to, under, in respect of or derived from the Policy;
- (c) if the Chargor is in breach of any of its obligations, express or implied, under the Policy or if any event occurs which would permit us to terminate, cancel or surrender the Policy we will:
 - (i) promptly on becoming aware of it, give you written notice of that breach; and
 - (ii) accept as an adequate remedy for that breach, performance by you of those obligations within 30 days of that notice;
- (d) we confirm that neither a waiver of any of the Chargor's rights in, to, under, in respect of or derived from the Policy, nor an amendment, novation, rescission or other termination by the Chargor of the Policy, shall be effective without the prior written consent of the Administrative Agent; and
- (e) we confirm that we shall not exercise any right of combination, consolidation or set-off which we may have in respect of any debt owed to us by the Chargor and we shall send you copies of all statements, orders and notices given by us relating to that debt.

.....
[Name of insurer]

By: *[Name of signatory]*

Dated: [●]

Part 3
Notice of charge

[On Chargor's notepaper]

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

[Date]

Account number: [●]

We refer to Account number: [●] (the "**Account**").

We give you notice that by a Security Agreement (the "**Security Agreement**") dated [____], 2024 and entered into by us in favour of Northleaf Capital Partners (Canada) Ltd. (as Administrative Agent, as defined in the Security Agreement) we have charged all our rights in, to, under, in respect of or derived from any credit balances on the Account (the "**Balances**") and the indebtedness represented by the Account.

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

- (a) to disclose to the Administrative Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the disclosure) any information relating to the Account which the Administrative Agent may, at any time and from time to time, request; and
- (b) after a Declared Default:
 - (i) at any time and from time to time on receipt by you of any written instruction from the Administrative Agent, after a Declared Default, to release any amount of the Balances and to act in accordance with that instruction (without any reference to or further authority from us and without any enquiry by you as to the justification for the instruction or the validity of the same); and
 - (ii) to comply with the terms of any written notice, statement or instruction in any way relating or purporting to relate to the Account, the Balances or the indebtedness represented by it or them which you may receive at any time and from time to time from the Administrative Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the notice, statement or instruction or the validity of it).

We agree that:

- (A) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Administrative Agent's prior written consent; and
- (B) you are authorised to disclose any information in relation to the Account to the Administrative Agent at the Administrative Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Administrative Agent at Northleaf Capital Partners (Canada) Ltd., 79 Wellington Street West, 6th Floor, Box 120, Toronto, Canada M5K 1N9, marked for the attention of Tim Benham.

This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....
[Name of Chargor]
By: *[Name of signatory]*

[On copy letter only:]

To: Administrative Agent

We acknowledge receipt of a notice dated [●] addressed to us by *[Name of Chargor]* (the "**Chargor**") regarding Account number: [●] (the "**Account**").

We confirm that:

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

.....
for and on behalf of

[Name of bank]

By: *[Name of signatory]*

Dated: [●]

EXECUTION of the Security Agreement:

Chargors

SIGNED as a deed by)
Tim Hegarty, Director,)
duly authorised for and on behalf of)
MUSIC HOLDINGS LIMITED)
in the presence of:)

Witness's signature: [REDACTED]

Witness's name ROSIE HEGARTY
(in capitals):

Witness's address: [REDACTED]

SIGNED as a deed by)
Tim Hegarty, Director,)
duly authorised for and on behalf of)
MUSIC MIDCO LIMITED)
in the presence of:)

Witness's signature: [REDACTED]

Witness's name ROSIE HEGARTY
(in capitals):

Witness's address: [REDACTED]

SIGNED as a deed by)
Tim Hegarty, Director,)
duly authorised for and on behalf of CEG)
MEDIA MUSIC LIMITED)
in the presence of:)

Witness's signature: [REDACTED]

Witness's name ROSIE HEGARTY
(in capitals):

Witness's address: [REDACTED]

SIGNED as a deed by)
Tim Hegarty, Director,)
duly authorised for and on behalf of)
CUTTING EDGE MUSIC)
PUBLISHING LIMITED)
in the presence of:

Witness's signature: [REDACTED]

Witness's name ROSIE HEGARTY
(in capitals):

Witness's address: [REDACTED]

SIGNED as a deed by)
Tim Hegarty, Director,)
duly authorised for and on behalf of)
WHITE STORK MUSIC LTD)
in the presence of:

Witness's signature: [REDACTED]

Witness's name ROSIE HEGARTY
(in capitals):

Witness's address: [REDACTED]

SIGNED as a deed by)
Tim Hegarty, Director,)
duly authorised for and on behalf of)
CUTTING EDGE MEDIA MUSIC)
LIMITED)
in the presence of:

Witness's signature: [REDACTED]

Witness's name ROSIE HEGARTY
(in capitals):

Witness's address: [REDACTED]

Administrative Agent

SIGNED by _____)
Name Katherine Gurney / Michael Flood.....

Title: General Counsel and Secretary / Managing Director Signature

duly authorised for and on behalf of)
NORTHLEAF CAPITAL PARTNERS)
(CANADA) LTD)

