



**Registration of a Charge**

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

Company Number: **11434244**



Received for filing in Electronic Format on the: **11/04/2024**

XD0SJNA8

**Details of Charge**

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

Charge code: **1143 4244 0009**

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

Brief description:

**Contains fixed charge(s).**

**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 0009

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 11th April 2024 .

Given at Companies House, Cardiff on 12th 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**

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to or in connection with this Agreement, the terms of any Collateral Document, and the exercise of any right or remedy by the Administrative Agent thereunder are subject to the provisions of the Intercreditor Agreement dated as of April 2, 2024 (as amended, restated, amended and restated supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Fifth Third Bank, National Association, as the First Lien Agent, and Northleaf Capital Partners (Canada) Ltd., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any Collateral Document, the terms of the Intercreditor Agreement shall control to the extent set forth therein.

## COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT (this “Copyright Security Agreement”) dated as of April 2, 2024, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and Northleaf Capital Partners (Canada) Ltd., in its capacity as administrative agent (together with its permitted successors and assigns, “Administrative Agent”) for the Secured Parties.

### W I T N E S S E T H:

WHEREAS, Music Holdings Limited, a limited liability company incorporated under the laws of England and Wales, the Guarantors, the Lenders and the Administrative Agent have entered into that certain Second Lien Credit Agreement dated as of April 2, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Second Lien Security and Pledge Agreement dated as of April 2, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement and the Credit Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Copyright Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest (subject only to Permitted Liens and second in right to the First Lien Obligations to the extent provided in the Intercreditor Agreement) in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Copyright Collateral”):

- (a) all of such Grantor’s Copyrights, including those referred to on Schedule I hereto;
- (b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Copyright Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations. To the extent the obligations of Grantor shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers) then the obligations of such Grantor hereunder shall be limited to the maximum amount that is permissible under Applicable Law (whether federal or state and including, without limitation, Debtor Relief Laws).

4. SECURITY AGREEMENT. The security interests granted pursuant to this Copyright Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Copyright Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Copyright Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. This Copyright Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor has caused this Copyright Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:


**CUTTING EDGE MUSIC PUBLISHING  
LIMITED**

By: [REDACTED]  
Name: Tim Hegarty  
Title: Director


**EARTHSEA MANAGEMENT INC.**


By: \_\_\_\_\_  
Name: \_\_\_\_\_ Tara Finegan  
Title: Secretary

REAL MUSIC ACQUISITIONS INC.

By:   
Name: Tara Finegan  
Title: Secretary

**ACKNOWLEDGED AND AGREED:**     **NORTHLEAF CAPITAL PARTNERS (CANADA)**  
**LTD., as Administrative Agent**

By:   
DocuSigned by:  
Name: Katherine Gurney  
Title: General Counsel and Secretary  
Signed at: Toronto, Canada

By:   
DocuSigned by:  
Name: Michael Flood  
Title: Managing Director  
Signed at: Toronto, Canada

**SCHEDULE I**

to

**COPYRIGHT SECURITY AGREEMENT**

Writer	Album/Title	Description of Interest (if not Copyright) or Copyright Registration Number(s)	Excluded Music Agreement
Liquid Mind (Chuck Wild)	Liquid Mind X: Meditation	SR0000713118 PA0001878279 PA0001833814	
Peter Kater	Elements Series: Fire	SR0000381457 PA0001308081	
Liquid Mind (Chuck Wild)	Liquid Mind VIII: Sleep	SR0000393962 PA0001389095 PA0001339271	
Bernward Koch	Walking through Clouds	SR0000372478 PA0001284984	
Liquid Mind (Chuck Wild)	Liquid Mind IX: Lullaby	SR0000627296 PA0001713807 PAu003415514	
Peter Kater	Elements Series: Earth	SR0000364027 PA0001267222	
2002	Across an Ocean of Dreams	SR0000307264 PA0001082305	
Hilary Stagg	Feather Light	SR0000111802 PA0000628807	
2002	Land of Forever	SR0000179040	
Kevin Kern	In the Enchanted Garden	SR0000217774 SR0000894940 SR0000238394 PA0000795756 PA0000797891 PA0000808551	
Bernward Koch	Day of Life	SR0000755753 PA0001927272	
Kevin Kern	Imagination's Light	SR0000373604 PA0001286750	
Peter Kater	Elements Series: Etheria	SR0000773873 PA0001998032	
Ashaneen	Dancing on the Edge of Infinity	SR0000829432 Musical composition unregistered	
Omar Akram	Free as a Bird	SR0000358288 PA0001242473	



Writer	Album/Title	Description of Interest (if not Copyright) or Copyright Registration Number(s)	Excluded Music Agreement
Liquid Mind (Chuck Wild)	Liquid Mind VII: Reflection	SR0000361073 PA0001247182	
Frank Steiner, Jr.	Touching Silk	SR0000381458 PA0001217418 PA0001308082	