



**Registration of a Charge**

Company name: **KOBALT MUSIC GROUP LIMITED**  
Company number: **04018752**



Received for Electronic Filing: **10/12/2019**

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**Details of Charge**

Date of creation: **02/12/2019**  
Charge code: **0401 8752 0022**  
Persons entitled: **WILMINGTON TRUST, NATIONAL ASSOCIATION AS SECURITY AGENT FOR THE LENDERS AND SECURED PARTIES PARTY TO THE FACILITY AGREEMENT (AS DEFINED IN THE DOCUMENT UPLOADED WITH THIS FILING).**  
Brief description: **ALL ASSETS SECURITY.**  
**Contains fixed charge(s).**  
**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**  
**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **WE 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: **SIDLEY AUSTIN LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4018752

Charge code: 0401 8752 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd December 2019 and created by KOBALT MUSIC GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th December 2019 .

Given at Companies House, Cardiff on 11th December 2019

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 December **2019**

**COMPANIES LISTED IN THIS SUPPLEMENTAL DEED OF CHARGE**  
(as Chargors)

IN FAVOUR OF

**WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as**  
**administrative agent,**  
(as Security Agent)

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**SUPPLEMENTAL DEED OF CHARGE**

**SUPPLEMENTAL TO A DEBENTURE ORIGINALLY**  
**DATED 26 NOVEMBER 2018**

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**SIDLEY**

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**THIS SUPPLEMENTAL DEED OF CHARGE** (the "**Supplemental Charge**") is made by way of deed on 2 December 2019

**BY:**

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** (each a "**Chargor**" and together, the "**Chargors**") in favour of
- (2) **WILMINGTON TRUST, NATIONAL ASSOCIATION**, solely in its capacity as Administrative Agent (as defined below) under the Amended and Restated Facility Agreement (as defined below), as security agent for and on behalf of itself and the other Secured Parties (the "**Security Agent**") which expression shall include, any person for the time being appointed as English Security Agent for the purpose of, and in accordance with, the Amended and Restated Facility Agreement.

**RECITALS:**

- (A) Certain Lenders made certain facilities available to (amongst others) Kobalt Music Group Limited pursuant to the Original Facility Agreement.
- (B) In connection with the Original Facility Agreement and by virtue of the Original Debenture, each of the Chargors created security over the Charged Property (as defined in the Original Debenture) in respect of the Secured Obligations (as defined in the Original Debenture).
- (C) Immediately prior to the date hereof, XXIII Capital Limited, trading as 23 Capital as the original administrative agent (the "**Original Administrative Agent**"), the Security Agent as successor administrative agent (the "**Administrative Agent**"), and each Loan Party party thereto executed that certain Agent Substitution Agreement (the "**Substitution Agreement**"), whereby the Original Administrative Agent resigned in its capacity as administrative agent and the Administrative Agent was appointed as the administrative agent under the Original Facility Agreement.
- (D) In connection with the Substitution Agreement, the Original Administrative Agent has assigned all of its rights under or in respect of the Original Debenture to the Security Agent in accordance with the terms of a deed of assignment and acknowledgement, dated on or about the date hereof, between, among others, the Original Administrative Agent as assignor, the Security Agent as assignee, and each Chargor party thereto.
- (E) The parties to the Original Facility Agreement have agreed to amend and restate the Original Facility Agreement (the "**Amended and Restated Facility Agreement**") including, for the avoidance of doubt, the Term Loan, as increased from the Original Facility Agreement, as set out in section 2.01 (*Commitments; Term Loan Not Revolving*) of the Amended and Restated Facility Agreement and pursuant thereto, the Required Lenders have directed the Security Agent to enter into this Supplemental Charge.
- (F) The Security Agent holds the benefit of this Supplemental Charge, including the security created and the rights granted hereunder to the Security Agent on trust for the Secured Parties (as defined below) on the terms set out in the Amended and Restated Facility Agreement.

(G) Each of the Chargors wishes to confirm the existing security created pursuant to the Original Debenture and grant security over the Charged Property (as defined below) to secure each of their obligations to the Secured Parties under the Original Facility Agreement and as amended in connection with the Amended and Restated Facility Agreement.

(H) This Supplemental Charge is supplemental to the Original Debenture.

**IT IS AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions**

In this Supplemental Charge:

**"Amended Secured Obligations"** means the Secured Obligations (as defined in the Original Debenture) and including, for the avoidance of doubt, such obligations arising under the Amended and Restated Facility Agreement and the Loan Documents on and after the Effective Date.

**"Charged Property"** means the assets of the Chargor charged by or pursuant to the Original Debenture, and all assets, property and undertaking for the time being subject to the security created by or purported to be created by this Deed. Any reference to one or more of the Charged Property includes all or any part of it or each of them.

**"Effective Date"** has the meaning given to such term in the Amended and Restated Facility Agreement.

**"Holdings"** means Kobalt London Limited (formerly known as Kobalt Music Holdings Limited), a private limited company incorporated in England and Wales with company number 10945372 whose registered office is at the River Building, 1 Cousin Lane, London, England, EC4R 3TE.

**"KMG"** means Kobalt Music Group Limited, a private limited company incorporated in England and Wales with company number 04018752 whose registered office is at the River Building, 1 Cousin Lane, London, England, EC4R 3TE.

**"Original Facility Agreement"** means the term loan agreement dated 26 November 2018 between, amongst others, KMG and Holdings as borrowers and XXIII Capital Limited, trading as 23 Capital, as administrative agent for the Lenders (as amended from time to time before the Effective Date).

**"Original Debenture"** means the debenture dated 26 November 2018 between each of the Chargors and XXIII Capital Limited, trading as 23 Capital, as security agent.

**"Original Security"** means the security created over the Charged Property (as defined in the Original Debenture) under the Original Debenture.

**"Secured Parties"** has the meaning given to such term in the Amended and Restated Facility Agreement.

## 1.2 Terms defined in other Loan Documents

Unless defined in this Supplemental Charge, or the context otherwise requires, a term defined in the Original Debenture or the Amended and Restated Facility Agreement (as applicable) has the same meaning in this Supplemental Charge or any notice given under or in connection with this Supplemental Charge.

## 1.3 Construction

- (a) The rules of construction set out in clause 1.2 (*Construction*) of the Original Debenture shall apply to the construction of this Supplemental Charge.
- (b) In this Supplemental Charge any reference to, the Security Agent, any Secured Party, a Chargor or the Chargors or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's (and any subsequent) successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents (and any subsequent successors) in accordance with the Loan Documents.
- (c) From the Effective Date the Original Debenture shall be read and construed as one document with this Supplemental Charge.
- (d) References in this Supplemental Charge to any Clause or Schedule shall be to a clause or schedule contained in this Supplemental Charge.

## 1.4 Third Party Rights

Unless expressly provided to the contrary in this Supplemental Charge, a person who is not a party to this Supplemental Charge has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Supplemental Charge.

- (a) Notwithstanding any term of any Loan Document, the consent of any person who is not a party to this Supplemental Charge is not required to vary, rescind or terminate this Supplemental Charge at any time.
- (b) Any Receiver may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Supplemental Charge which expressly confers rights on it.

## 1.5 Designation

This Supplemental Charge is a Loan Document for the purposes of the Amended and Restated Facility Agreement.

## 2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, the Chargor confirms for the benefit of the Secured Parties that with effect from the Effective Date, the security interests created by them under and the security created by or pursuant to the Original Agreement shall (a) continue in full force and effect in accordance with the terms of the Original Agreement notwithstanding the amendments to the Original Facility Agreement as set out in or



otherwise effected by the Amended and Restated Facility Agreement but except as expressly set out in this Supplemental Charge and (b) continue to secure the Amended Secured Obligations under the Loan Documents (including, but not limited to, under the Amended and Restated Facility Agreement).

### 3. CHARGING PROVISIONS

#### 3.1 Fixed Security

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges the following assets, both present and future from time to time owned by it or in which it has an interest, with full title guarantee in favour of the Security Agent as security agent and trustee for the Secured Parties as continuing security for the payment and discharge of the Amended Secured Obligations:

- (a) by way of first legal mortgage any Real Property now belonging to it;
- (b) to the extent not subject to a mortgage under clause 3.1(a), by way of first fixed equitable charge, all Real Property now belonging to it and all other Real Property acquired by it in the future; and
- (c) by way of first fixed charge:
  - (i) **Inventory:** any Inventory;
  - (ii) **Licences:** any licences, guarantees, rents, deposits, contracts, covenants and warranties relating to its Real Properties and all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any other Charged Property and all rights in connection with them;
  - (iii) **Goodwill:** all present and future goodwill and all uncalled capital and all of its rights to future calls in respect of capital;
  - (iv) **Equipment:** any Equipment (except to the extent mortgaged under clause 3.1(a));
  - (v) **Intellectual Property:** any Intellectual Property;
  - (vi) **Book Debts:** all of its rights in its Book Debts;
  - (vii) **Investments:** all Investments (including the Specified Investments);
  - (viii) **Insurance Policies:** all Insurance Policies and any Insurance Proceeds;
  - (ix) **Bank accounts:** all of its rights in all monies from time to time standing to the credit in any Account and the indebtedness represented by them;
  - (x) **Charged Agreements and Music Agreements:** all Charged Agreements and Music Agreements; and

- (xi) **Other documents:** all other agreements, instruments and rights relating to the Charged Property.

### 3.2 Floating Charge

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor with full title guarantee charges in favour of the Security Agent as security agent and trustee for the Secured Parties, as continuing security for the payment and discharge of the Amended Secured Obligations by way of floating charge, all of its undertaking, property, rights and assets both present and future, including those assets not effectively mortgaged, charged or assigned under clauses 3.1 (*Fixed Security*).

### 3.3 Crystallisation of the Floating Charge

- (a) The floating charge created by a Chargor in clause 3.2 (*Floating Charge*) shall automatically and immediately (without notice) be converted into a fixed charge over all assets subject to the floating charge if a Chargor:
  - (i) creates, or attempts to create, a Lien without the prior written consent of the Security Agent, or any trust in favour of another person over all or any part of the Charged Property;
  - (ii) disposes or attempts to dispose of all or any part of the Charged Property contrary to paragraph 2 of part 1 of schedule 6 (*Covenants*) of the Original Debenture;
  - (iii) a Receiver is appointed over all or any of the Charged Property that is subject to the floating charge;
  - (iv) any person levies, or attempts to levy, any distress, attachment, execution or other process against all or any part of the Charged Property; or
  - (v) the Security Agent receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Chargor or if the Chargor is wound up or has an administrator appointed.
- (b) The floating charge created under this Supplemental Charge may not be converted into a fixed charge solely by reason of (i) the obtaining of a moratorium or (ii) anything done with a view to obtaining a moratorium in respect of a Chargor, in each case under Section 1A of Schedule A1 of the Insolvency Act 1986.
- (c) The Security Agent may, in its sole discretion, at any time by written notice to a Chargor, convert the floating charge created by a Chargor in clause 3.2 (*Floating Charge*) into a fixed charge as regards all or any part of the Charged Property (as specified either generally or specifically in such written notice) subject to the floating charge if:
  - (i) an Enforcement Event has occurred;

- (ii) the Security Agent (but shall not be obligated to) considers that any Charged Property may be in danger of being seized or sold pursuant to any form of legal process or otherwise is in jeopardy; or
  - (iii) the Security Agent (but shall not be obligated to) considers that it is necessary or desirable to protect the priority, value and enforceability of the security.
- (d) Nothing in this clause 3.3 (*Crystallisation of the Floating Charge*) shall affect the crystallisation of the floating charge created by a Chargor under applicable law and regulation.
- (e) Any notice given under clause 3.3(c) in relation to an asset shall not be construed as a waiver or abandonment of the Security Agent's right to give any other notice in respect of any other asset or of any other right of a Secured Party under this Supplemental Charge or any other Loan Document.

#### **4. NEGATIVE PLEDGE AND DISPOSALS**

##### **4.1 Negative Pledge**

Each Chargor undertakes that it will not at any time create (or agree to create) or permit to subsist any Lien on or in relation to the Charged Property other than as expressly permitted by the Loan Documents.

##### **4.2 No Disposal of Interests**

Each Chargor undertakes that it will not at any time dispose of (or agree to dispose of) all or any part of the Charged Property other than as expressly permitted by the Amended and Restated Facility Agreement or any other Loan Document.

#### **5. MISCELLANEOUS**

##### **5.1 Incorporation of terms**

The provisions of Clauses 1.1 (*Definitions*), 1.3 (*Secured Obligations not paid if voided*), 1.7 (*Perpetuity Period*) to 1.10 (*Qualifying Floating Charge*) (inclusive), 2 (*Payment of Secured Obligations*), 4 (*Notice to Charge and Further Assurance*), 5 (*Representations and Warranties*), 6 (*Covenants*), 7 (*People with Significant Control*), 8 (*Enforcement*), 9 (*Right of Appropriation*), 10 (*Dividends and Voting Rights*), 11 (*Appointment of Receiver*), 12 (*Appointment of Administrator*), 13 (*Application of Proceeds*), 14 (*Effectiveness of Security*), 15 (*Release and Retention of Security*), 16 (*Power of Attorney*), 17 (*Gross-up and Payments*), 18 (*Costs and Expenses*), 19 (*Indemnity*), 20 (*Assignments and Transfers*), 21 (*Set-Off*), 22 (*Notices and Communications*), 23 (*Calculations and Certificates*), 24 (*Currency Conversion*), 25 (*Partial Invalidity*) and 31 (*Jurisdiction*) (and including Schedule 6 (*Covenants*), Schedule 7 (*Notice of Charge of Insurance Policies*), Schedule 8 (*Notice of Charge or Charged Agreement*) and Schedule 9 (*Notice of Charge of Accounts*)) of the Original Debenture are incorporated into this Supplemental Charge as if set out in full in this Supplemental Charge, but so that:

- (a) references to the "**Facility Agreement**" are references to the "Amended and Restated Facility Agreement", as defined herein;
- (b) references to the "**Secured Obligations**" are references to the "Amended Secured Obligations" as defined herein;
- (c) references to "**Charged Property**" are references to the assets of each Chargor mortgaged or charged in favour of, or assigned (whether at law or equity) to the Security Agent pursuant to this Supplemental Charge (and any reference to one or more assets comprising all or part of the Charged Property (as so defined) shall be construed accordingly); and
- (d) references to "**this Debenture**" are references to this Supplemental Charge.

## 5.2 **Original Security Document**

Except insofar as supplemented by this Supplemental Charge, the Original Debenture shall remain in full force and effect.

## 5.3 **No merger**

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Debenture shall continue in full force and effect notwithstanding this Supplemental Charge and shall not merge in any security constituted by this Supplemental Charge or be released, extinguished or affected in any way by the security constituted by this Supplemental Charge.

## 5.4 **Failure to execute**

Failure by one or more parties ("**Non-Signatories**") to execute this Supplemental Charge on the date hereof will not invalidate the provisions of this Supplemental Charge as between the others Parties who do execute this Supplemental Charge. Such Non-Signatories may execute this Supplemental Charge on a subsequent date and will thereupon become bound by its provisions.

## 5.5 **Counterparts**

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

6. **CONCERNING THE SECURITY AGENT**

6.1 Wilmington Trust, National Association is entering into this Supplemental Charge solely in its capacity as Administrative Agent under the Amended and Restated Facility Agreement. Notwithstanding anything to the contrary contained in this Supplemental Charge, the Security Agent shall be entitled to the rights, privileges, immunities and indemnities of the Administrative Agent set forth in the Amended and Restated Facility Agreement as if those rights, privileges, immunities and indemnities were set forth herein.

6.2 The Security Agent shall be under no obligation to exercise any discretion in connection with its duties herein or in the Original Debenture, and shall act or refrain from acting as directed in writing by the Required Lenders as permitted by and in accordance with the Amended and Restated Facility Agreement, and will be fully protected if it does so.

7. **GOVERNING LAW**

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

**THIS SUPPLEMENTAL CHARGE** has been signed on behalf of the Security Agent and executed as a deed by each Chargor and is delivered by each Chargor on the date specified above.

## SCHEDULE 1

### CHARGORS

<b>Company Name</b>	<b>Company Number</b>	<b>Company Registered Address</b>	<b>Jurisdiction of Incorporation</b>
Kobalt Music Group Limited	04018752	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
Kobalt 2015 Limited	08454579	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
AMRA London Limited	09667378	21-27 Lambs Conduit Street, London, WC1N 3GS	England and Wales
AWAL Digital Limited	04430703	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
AWAL Recordings Licensing Ltd (formerly known as Kobalt Music Recordings Licensing Limited)	06617999	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
AWAL Recordings Ltd (formerly known as Kobalt Music Recordings Limited)	06618565	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
Kobalt Capital Ltd	07322584	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
Kobalt Music Administration Limited	04672748	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
Kobalt Music Publishing (Italia) Limited	04672146	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
Kobalt Music Publishing Limited	04089275	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
Kobalt Music Services Limited	04222590	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
Kobalt Neighbouring Rights Limited	07628288	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
Kobalt Music Publishing Worldwide Limited	08373357	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
Kojam Music Limited	04089311	The River Building, 1	England and Wales

<b>Company Name</b>	<b>Company Number</b>	<b>Company Registered Address</b>	<b>Jurisdiction of Incorporation</b>
		Cousin Lane, London, England, EC4R 3TE	
Ktech Services Limited	10704940	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
Kobalt Music Rights Agency Limited (formerly known as Rights Agency Limited)	03849332	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
Kobalt Music Publishing Malaysia Ltd	04089313	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales
Kobalt London Limited (formerly known as Kobalt Music Holdings Limited)	10945372	The River Building, 1 Cousin Lane, London, England, EC4R 3TE	England and Wales

**EXECUTION PAGES TO SUPPLEMENTAL CHARGE**

**The Chargors**

EXECUTED as a deed by Willard Ahdritz, )  
Director, duly authorised for and on behalf of )  
**KOBALT MUSIC GROUP LIMITED**, in the )  
presence of:

[Redacted Signature]

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

[Redacted Signature]

*Andrew Bonanno  
101 Park Ave, New York, NY 10028  
Attorney*

EXECUTED as a deed by Thomas Sansone, )  
Director, duly authorised for and on behalf of )  
**KOBALT 2015 LIMITED**, in the presence of: )

.....

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

.....

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**AMRA LONDON LIMITED**, in the presence  
of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

.....



**EXECUTION PAGES TO SUPPLEMENTAL CHARGE**

**The Chargors**

EXECUTED as a deed by Willard Ahdritz, )  
Director, duly authorised for and on behalf of )  
**KOBALT MUSIC GROUP LIMITED**, in the )  
presence of: )

Signature of Witness: .....

Name of Witness:

Address of Witness:

Occupation of Witness:

EXECUTED as a deed by Thomas Sansone, )  
Director, duly authorised for and on behalf of )  
**KOBALT 2015 LIMITED**, in the presence of: )

Signature of Witness: .....

Name of Witness:

Address of Witness:

Occupation of Witness:



*Darren Bassano*  
*101 Park Avenue, New York, NY 10178*

*ATTORNEY*

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**AMRA LONDON LIMITED**, in the presence of:

Signature of Witness: .....

Name of Witness:

Address of Witness:

Occupation of Witness:



*Darren Sansone*  
*101 Park Ave, New York, NY 10178*

*ATTORNEY*

EXECUTED as a deed by Thomas Sansone, )  
Director, duly authorised for and on behalf of )  
**AWAL DIGITAL LIMITED**, in the presence )  
of:

[Redacted]

Signature of Witness:

[Redacted]

Name of Witness:

*DAVID BANERJEE*

Address of Witness:

*101 PARK AVENUE, NEW YORK NY 10178*

Occupation of Witness:

*ATTORNEY*

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**AWAL RECORDINGS LICENSING LTD**, in  
the presence of:

[Redacted]

Signature of Witness:

[Redacted]

Name of Witness:

*DAVID BANERJEE*

Address of Witness:

*101 PARK AVENUE, NEW YORK, NY 10178*

Occupation of Witness:

*ATTORNEY*

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**AWAL RECORDINGS LTD**, in the presence  
of:

[Redacted]

Signature of Witness:

[Redacted]

Name of Witness:

*DAVID BANERJEE*

Address of Witness:

*101 PARK AVENUE, NEW YORK, NY 10178*

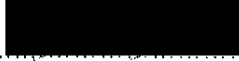
Occupation of Witness:

*ATTORNEY*

EXECUTED as a deed by Willard Ahdriz, )  
Director, duly authorised for and on behalf of )  
**KOBALT CAPITAL LTD**, in the presence of: )



Signature of Witness:



Name of Witness:

*David Sansone*

Address of Witness:

*101 Park Ave, New York NY 10178*

Occupation of Witness:

*Attorney*

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**KOBALT MUSIC ADMINISTRATION  
LIMITED**, in the presence of:

Signature of Witness:

.....

Name of Witness:

Address of Witness:

Occupation of Witness:

EXECUTED as a deed by Thomas Sansone, )  
Director, duly authorised for and on behalf of )  
**KOBALT MUSIC PUBLISHING (ITALIA)** )  
**LIMITED**, in the presence of:

.....

Signature of Witness:

.....

Name of Witness:

Address of Witness:

Occupation of Witness:

EXECUTED as a deed by Willard Ahdritz, )  
Director, duly authorised for and on behalf of )  
KOBALT CAPITAL LTD, in the presence of: )

Signature of Witness: .....

Name of Witness:

Address of Witness:

Occupation of Witness:

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
KOBALT MUSIC ADMINISTRATION  
LIMITED, in the presence of:

Signature of Witness: .....

Name of Witness:

Address of Witness:

Occupation of Witness:

[Redacted]

[Redacted]

DAVID BARNES  
101 PARK AVENUE, New York NY 10178  
ATTORNEY

EXECUTED as a deed by Thomas Sansone, )  
Director, duly authorised for and on behalf of )  
KOBALT MUSIC PUBLISHING (ITALIA) )  
LIMITED, in the presence of:

Signature of Witness: .....

Name of Witness:

Address of Witness:

Occupation of Witness:

[Redacted]

[Redacted]

DAVID BARNES  
101 PARK AVENUE, New York NY 10178  
ATTORNEY

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**KOBALT MUSIC PUBLISHING LIMITED**,  
in the presence of:



Signature of Witness:

..........

Name of Witness:

Doron Bandman

Address of Witness:

101 Park Avenue, New York, NY 10177

Occupation of Witness:

ATTORNEY

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**KOBALT MUSIC SERVICES LIMITED**, in  
the presence of:



Signature of Witness:

..........

Name of Witness:

Doron Bandman

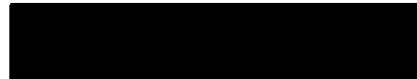
Address of Witness:

101 Park Avenue, New York, NY, 10178

Occupation of Witness:

ATTORNEY

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**KOBALT NEIGHBOURING RIGHTS  
LIMITED**, in the presence of:



Signature of Witness:

..........

Name of Witness:

Doron Bandman

Address of Witness:

101 Park Avenue, New York, NY, 10177

Occupation of Witness:

ATTORNEY

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**KOBALT MUSIC PUBLISHING  
WORLDWIDE LIMITED**, in the presence of:



Signature of Witness:



Name of Witness:

DARWIN BARRON

Address of Witness:

101 PARK AVENUE, New York, NY 10178

Occupation of Witness:

ATTORNEY

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**KOJAM MUSIC LIMITED**, in the presence of:



Signature of Witness:



Name of Witness:

DARWIN BARRON

Address of Witness:

101 PARK AVENUE, New York, NY 10178

Occupation of Witness:

ATTORNEY

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**KTECH SERVICES LIMITED**, in the  
presence of:



Signature of Witness:



Name of Witness:

DARWIN BARRON

Address of Witness:

101 PARK AVENUE, New York, NY 10178

Occupation of Witness:

ATTORNEY

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**KOBALT MUSIC RIGHTS AGENCY  
LIMITED**, in the presence of:



Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

DAVID BARRON

101 PARK AVENUE, New York, NY, 10178

ATTORNEY

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**KOBALT MUSIC PUBLISHING  
MALAYSIA LTD**, in the presence of:



Signature of Witness:

Name of Witness:

Address of Witness:

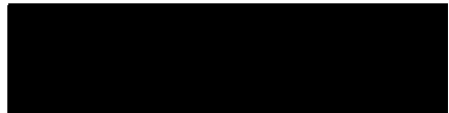
Occupation of Witness:

DAVID BARRON

101 PARK AVENUE, New York, NY 10178

ATTORNEY

EXECUTED as a deed by Thomas Sansone,  
Director, duly authorised for and on behalf of  
**KOBALT LONDON LIMITED**, in the  
presence of:



Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

DAVID BARRON

101 PARK AVENUE, New York, NY 10178

ATTORNEY

**The Security Agent**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, solely in its capacity as  
Administrative Agent under the Amended and  
Restated Facility Agreement**

By:  \_\_\_\_\_

Name: Nikki Kroll

Title: Assistant Vice President