



**Registration of a Charge**

Company Name: **CHRYSLIS RECORDS LIMITED**

Company Number: **00938986**



Received for filing in Electronic Format on the: **05/08/2021**

XAA9KK6P

**Details of Charge**

Date of creation: **28/07/2021**

Charge code: **0093 8986 0010**

Persons entitled: **TRUIST BANK (AS SUCCESSOR BY MERGER TO SUNTRUST BANK) AS SECURITY AGENT**

Brief description: **1. SONG: NOTHING COMPARES 2 U; COMPOSER(S)/ARTIST: SINEAD O'CONNOR. 2. SONG: ALWAYS SOMETHING THERE TO REMIND ME; COMPOSER(S)/ARTIST(S): NAKED EYES. 3. SONG: THE WHOLE OF THE MOON; COMPOSER(S)/ARTIST(S): THE WATERBOYS. SEE SCHEDULE 6 IN THIS CHARGE FOR A FULL LIST OF INTELLECTUAL PROPERTY.**

**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:

**GREENBERG TRAURIG, LLP**



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

Company number: 938986

Charge code: 0093 8986 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2021 and created by CHRYSLIS RECORDS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th August 2021 .

Given at Companies House, Cardiff on 9th August 2021

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 28 JULY 2021

RESERVOIR/REVERB MUSIC LIMITED

AND

BLUE RAINCOAT MUSIC LIMITED

AND

CHRYSLIS RECORDS LIMITED

AND

TRUIST BANK (AS SUCCESSOR BY  
MERGER TO SUNTRUST BANK)

---

SUPPLEMENTAL DEBENTURE

---



GREENBERG TRAURIG, LLP

THE SHARD, LEVEL 8

32 LONDON BRIDGE STREET  
LONDON SE1 9SG

## TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION	4
2. PAYMENT OF SECURED LIABILITIES	15
3. GRANT OF SECURITY	15
4. NOTICE OF ASSIGNMENT, CHARGE AND FURTHER ASSURANCE	18
5. REPRESENTATIONS AND WARRANTIES	19
6. COVENANTS	19
7. THE SECURITY AGENT	19
8. PEOPLE WITH SIGNIFICANT CONTROL	19
9. ENFORCEMENT	20
10. RIGHT OF APPROPRIATION	22
11. DIVIDENDS AND VOTING RIGHTS	22
12. APPOINTMENT OF RECEIVER	23
13. APPOINTMENT OF ADMINISTRATOR	26
14. APPLICATION OF PROCEEDS	26
15. EFFECTIVENESS OF SECURITY	27
16. RELEASE AND RETENTION OF SECURITY	29
17. POWER OF ATTORNEY	30
18. GROSS-UP AND PAYMENTS	31
19. COSTS AND EXPENSES	32
20. ASSIGNMENTS AND TRANSFERS	32
21. INDEMNITY	33
22. SET-OFF	33
23. NOTICES AND COMMUNICATIONS	34
24. CALCULATIONS AND CERTIFICATES	34
25. CURRENCY CONVERSION	34
26. PARTIAL INVALIDITY	34
27. REMEDIES AND WAIVERS	34
28. AMENDMENTS AND WAIVERS	34
29. TACKING	35
30. COUNTERPARTS	35
31. GOVERNING LAW	35
32. JURISDICTION	35

SCHEDULE 1 THE CHARGORS	36
SCHEDULE 2 REPRESENTATIONS AND WARRANTIES	37
SCHEDULE 3 COVENANTS	38
SCHEDULE 4 MATERIAL AGREEMENTS	42
SCHEDULE 5 ACCOUNTS	43
SCHEDULE 6 INTELLECTUAL PROPERTY	45
SCHEDULE 7 SPECIFIED INVESTMENTS	46
SCHEDULE 8 NOTICE OF ASSIGNMENT OF INSURANCE POLICIES	47
SCHEDULE 9 NOTICE OF ASSIGNMENT OF ASSIGNED AGREEMENT	50
SCHEDULE 10 NOTICE OF ASSIGNMENT OF ACCOUNTS	53
SCHEDULE 11 NOTICE OF CHARGE OF ACCOUNTS	56
SCHEDULE 12 SECURITY AGENT PROVISIONS	59

**THIS SUPPLEMENTAL DEBENTURE** is dated 28 July 2021 and made between:

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** (together the "**Chargors**" and each a "**Chargor**"); and
- (2) **TRUIST BANK** (as successor by merger to SunTrust Bank), a Georgia banking corporation as Security Agent and collateral agent for and on behalf of itself and the Secured Parties (the "**Security Agent**").

## **BACKGROUND**

- (A) Pursuant to the Facilities Agreement (as defined below) the Lenders (as defined therein) have agreed to provide the Borrower (as defined therein) with loan facilities on the terms of the Facilities Agreement.
- (B) The provision of this Deed is a condition precedent to the obligations of the Lenders under the Facilities Agreement.
- (C) The Security Agent holds the benefit of this Deed, including the security created and the rights granted hereunder to the Security Agent, on trust for the Secured Parties on the terms set out in this Deed.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

## **THIS DEED WITNESSES that:**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 In this Deed:**

**"Account Bank"** means any such bank with which any Account is maintained or opened.

**"Accounts"** means each of the accounts listed in schedule 5 as the same may be redesignated, substituted or replaced from time to time, and any other bank account of each Chargor from time to time together with all Related Rights.

**"Acknowledgement"** means a duly completed acknowledgement of assignment or acknowledgement of charge set out in Part 2 of schedule 9 or as the case may be Part 2 of schedule 11.

**"Administrative Agent"** shall have the meaning given to it in the Facilities Agreement.

**"Administrator"** means any administrator appointed to manage the affairs, business and property of a Chargor under this Deed.

**"Assigned Agreements"** means the Material Agreements including those detailed in schedule 4 and any other contracts from time to time designated as an Assigned Agreement by the Security Agent and the relevant Chargor together with all Related Rights, the rights under which are assigned by clause 3.2.3.

**"Assigned Assets"** means all of the assets assigned or purported to be assigned under clause 3.2.

**"Book Debts"** means all present and future book and other debts, revenue and monetary claims (and the proceeds of any debt, revenue or claim) now or in the future due, owing or payable to each Chargor and the benefit of all security, guarantees indemnities and other rights of any kind enjoyed or held by each Chargor in relation to any of them together with all Related Rights. In relation to each Chargor, **"its Book Debts"** means all Book Debts in which it has any rights.

**"Borrowing"** shall have the meaning given to that term in the Facilities Agreement.

**"Business Day"** shall have the meaning given to that term in the Facilities Agreement.

**"Charged Property"** means all the assets, property and undertaking for the time being subject to the security 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.

**"Collateral Documents"** shall have the meaning given to that term in the Facilities Agreement.

**"Copyrights"** shall mean, collectively, with respect to each Chargor, all copyrights owned by or assigned to such Chargor whether established or registered in the United Kingdom or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to such Chargor), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to such Chargor's use of any copyrights, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto that are owned by or assigned to such Chargor, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof that are owned by or assigned to such Chargor, and (iv) rights to sue for past, present or future infringements thereof owned by or assigned to such Chargor.

**"Enforcement Event"** means the occurrence of an Event of Default (as such term is defined at section 8.1 in the Facilities Agreement).

**"Equipment"** means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by a Chargor, including any part of it and all spare parts, replacements, modifications and additions and all Related Rights. In relation to a Chargor, **"its Equipment"** means all Equipment in which it has any rights.

**"Event of Default"** has the meaning given to that term in the Facilities Agreement.

**"Excluded Property"** means:

- (a) any Investment in any Securitization Subsidiary (as defined in the Facilities Agreement) if, to the extent, and for so long as, the grant of a Lien thereon to secure Obligations (as defined in the Facilities Agreement) is effectively prohibited by any law, treaty, rule or regulation, or determination of a Governmental Authority (as defined in the Facilities Agreement) or any Contractual Obligation (as defined in the Facilities Agreement); provided that such Investment shall cease to be Excluded Property at such time as such prohibition ceases to be in effect;
- (b) any freehold property and all leasehold interests; and
- (c) any motor vehicles and any other assets subject to certificates of title,



provided that "**Excluded Property**" shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property).

"**Existing Security Agreement**" means a debenture dated 16 October 2019 between Reservoir/Reverb Music Limited, Blue Raincoat Music Limited, Chrysalis Records Limited as chargors and SunTrust Bank over all of the assets of each Chargor.

"**Facilities Agreement**" means that certain Fourth Amended and Restated Credit Agreement dated on or about the date of this Deed, made between, Reservoir Media Management, INC, a Delaware corporation, as Borrower, the Lenders from time to time party thereto, and the Security Agent in its capacity as administrative agent for the Lenders.

"**Financial Collateral Regulations**" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226).

"**Fixtures**" means in relation to any Real Property all fixtures and fittings (including trade fixtures and fittings) and all fixed plant, machinery and apparatus and other items attached to the relevant Real Property being owned by a Chargor whether or not constituting a fixture at law.

"**Guarantors**" shall mean the Loan Parties.

"**Hedging Obligations**" of any Person shall mean any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired under (i) any and all Hedging Transactions, (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Hedging Transactions and (iii) any and all renewals, extensions and modifications of any Hedging Transactions and any and all substitutions for any Hedging Transactions.

"**IA**" means the Insolvency Act 1986.

"**Insolvency**" of 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 of debtors and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction.

"**Instrument**" means any document (which term includes any form of writing) under which any obligation is evidenced or undertaken or any Lien (or right in any Lien) is granted or perfected or purported to be granted or perfected.

"**Insurance Policies**" means all policies of insurance now or in the future taken out by or on behalf of a Chargor or (to the extent of its interest) in which it now or in the future has an interest and all Related Rights. In relation to a Chargor, "**its Insurance Policies**" means all Insurance Policies in which it has any rights (including as loss payee or additional insured).

"**Insurance Proceeds**" means any monies which may from time to time be payable to or received by a Chargor (whether as an insured party, beneficiary or as loss payee) under any Insurance Policy and the proceeds of all claims made by a Chargor under any Insurance Policy.

"**Intellectual Property**" means all intellectual property, including the intellectual property comprised in the compositions listed in schedule 6, and including all present or future patents, trade marks, service marks, trade names, domain names, designs, copyrights, inventions, topographical or similar rights, rights in databases, trade secrets, confidential information and

know-how, and any interest in any of these rights, whether or not registered or registrable, including all applications and rights to apply for registration 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, and all fees, royalties and other rights derived from, or incidental to, these rights together with all Related Rights. In relation to a Chargor, **"its Intellectual Property"** means all Intellectual Property in which it has any rights.

**"Investment"** means:

- (a) any present and future stocks, shares (including the Specified Investments), disbursements, securities, certificates of deposit, commercial papers, and other securities and investments of any kind;
- (b) all interests in collective investment schemes;
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b); and
- (d) all Related Rights in each case whether held directly by or by any agent, nominees, fiduciary or clearance system on its behalf and in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

**"Lease"** means any lease, tenancy, licence, sub-lease or other occupational right.

**"Lender-Related Hedge Provider"** means any Person that, at the time it enters into a Hedging Transaction with any Loan Party, (i) is a Lender or an Affiliate of a Lender and (ii) except when the Lender-Related Hedge Provider is Truist Bank or any of its Affiliates, has provided prior written notice to the Security Agent which has been acknowledged by the Borrower of (x) the existence of such Hedging Transaction and (y) the methodology to be used by such parties in determining the obligations under such Hedging Transaction from time to time. In no event shall any Lender-Related Hedge Provider acting in such capacity be deemed a Lender for purposes hereof to the extent of and as to Hedging Obligations except that each reference to the term **"Lender"** in Article IX and section 10.3(b) of the Facilities Agreement shall be deemed to include such Lender-Related Hedge Provider. In no event shall the approval of any such Person in its capacity as Lender-Related Hedge Provider be required in connection with the release or termination of any security interest or Lien of the Security Agent.

**"Liability"** means any present or future obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owned jointly or severally and whether a principal or surety or in any other capacity and including any amount which would constitute such a liability but for any discharge, non-probability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

**"Lien"** 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.

**"Loan Document"** shall have the meaning given to it in the Facilities Agreement.

**"Loan Parties"** shall have the meaning given to it in the Facilities Agreement.

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

**"LPA"** means the Law of Property Act 1925.

**"Master Recordings"** means all master tapes (whether digital or analog) and every recording of sound (by any method and on any substance or material, now known or hereafter developed), whether or not coupled with a visual image, including all multitrack master tapes (including any eight (8), sixteen (16), twenty-four (24) and forty-eight (48) track master tapes and all two (2) track sequenced, fully-mixed, edited, equalized, leadered and mastered digital audio tapes and/or U-Matic 1630 tapes) and all acetates and metal or other equivalent parts or reproductions of such master tapes and recordings, and all other materials used or useful in the recording, production or manufacture of Records.

**"Material Adverse Effect"** means, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singularly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences whether or not related, resulting in a material adverse change in, or a material adverse effect on, (i) the business, results of operations, financial condition, assets or liabilities (other than Indebtedness permitted under the Facility Agreement) of the Parent, Borrower and the Subsidiaries taken as a whole, (ii) the ability of any Loan Party to perform its payment obligations under the Loan Documents, (iii) the rights and remedies of the Security Agent or the Lenders under any of the Loan Documents or (iv) the legality, validity or enforceability of any of the Loan Documents.

**"Material Agreements"** means:

- (a) the agreements set out in schedule 4, if any;
- (b) all agreements, indentures or notes governing the terms of any Material Indebtedness, and
- (c) all other agreements, documents, contracts, indentures and instruments (other than Music Agreements) pursuant to which:
  - (i) any Chargor is obligated to make payments in any twelve month period of \$10,000,000 or more;
  - (ii) any Chargor expects to receive revenue in any twelve month period of \$10,000,000 or more; and
  - (iii) a default, breach or termination thereof could reasonably be expected to result in a Material Adverse Effect.

**"Material Copyright"** shall mean any Copyright owned by a Chargor with respect to Material Music Copyrights.

**"Material Indebtedness"** means any Indebtedness (other than the Loans) of any Chargor individually or in an aggregate committed or outstanding principal amount exceeding \$15,000,000 (or the equivalent in any other currency). For the purposes of determining the amount of attributed Indebtedness from Hedging Obligations, the **"principal amount"** of any Hedging Obligations at any time shall be the Net Mark-to-Market Exposure of such Hedging Obligations.

**"Material Music Copyrights"** shall have the meaning given to that term in the Facilities Agreement.

**"Music Agreements"** means all recording agreements, license agreements, songwriter agreements, publishing agreements, co-publishing agreements, Publishing Administration Agreements, assignments, or any other agreements pursuant to which the Parent or any

Subsidiary acquires or has acquired rights to publish, administer, license, sublicense, control, receive income from, distribute or otherwise exploit Master Recordings, Musical Compositions or other Music Product.

**"Music Product"** means (i) Master Recordings; (ii) Musical Compositions; and (iii) any and all appurtenant rights to the Master Recordings and Musical Compositions pursuant to the grant of rights under the applicable Music Agreements or otherwise (including, without limitation, with respect to videos, packaging, artwork and rights to use a recording artist or songwriter's name and likeness).

**"Musical Compositions"** means that portion of all right, title and interest in and to any musical compositions (whether published or unpublished, registered or unregistered), which is owned by or licensed to any Borrower or any Guarantor, or in which any Borrower, Subsidiary or Guarantor has any economic interest, including, without limitation, all rights to (a) the exploitation thereof in the form of sheet music, orchestrations, folios, compilations, songbooks and other forms of print, (b) the exploitation thereof as embodied in Records, (c) the inclusion of performances thereof in motion pictures, videotapes and other audiovisual works and (d) the granting to third parties of the right to perform such musical compositions (including, without limitation, on screen, stage or other means) publicly, world-wide or within any particular territory.

**"Notice of Assignment"** means a notice of assignment in or substantially in the form set out in schedule 9.

**"Notice of Charge"** means a notice of charge in or substantially in the form set out in schedule 11.

**"Party"** means a party to this Deed.

**"Patents"** shall mean, collectively, with respect to each Chargor, all letters patent issued or assigned to, and all patent applications and registrations made by, such Chargor (whether established or registered or recorded in the United Kingdom or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to such Chargor), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all: (i) rights and privileges arising under applicable law with respect to such Chargor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, and rights to obtain any of the foregoing, in each case that are owned by or assigned to such Chargor (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof owned by or assigned to such Chargors, and (v) rights to sue for past, present or future infringements thereof owned by or assigned to such Chargor.

**"Publishing Administration Agreement"** means all agreements pursuant to which a Loan Party acquires any rights to collect royalties from, or otherwise exploit, Music Product on a commission or on a percentage, flat or other fee basis without owning the rights to such Music Product.

**"Real Property"** means any freehold, leasehold or immoveable property situated in England and Wales from time to time (including without limitation all Fixtures from time to time thereon) together with all Related Rights.

**"Receiver"** means a receiver, receiver and manager or administrative receiver of any or all of the Charged Property appointed by the Security Agent under this Deed 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"** means all forms of reproductions, transmissions or communications of Master Recordings, of any kind, nature or description, now known or hereafter devised, manufactured, distributed, transmitted or communicated on or at or through any medium or device primarily for home use, school use, juke box use, or use in any means of transportation or commerce, including records of sound alone and audiovisual records (including music videos and DVD), digital compact cassette tapes, analog cassettes, audio tapes, digital audio tapes, digital or streaming downloads, ringtones, compact discs, videodiscs, minidiscs, vinyl records, SACD, DVD-Audio and CD-ROM, CD-I and CD Plus recordings. For the avoidance of doubt, **"Records"** shall include the transmission or communication of a Master Recording directly to the consumer regardless of whether previously or subsequently embodied in a physical record configuration by any person.

**"Related Rights"** means in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) any monies and proceeds paid or payable in respect of that asset; and
- (e) in relation to any Investment, any right against any clearance system and any rights against any institution or under any agreement and any dividends, distributions, interest and other income paid or made in respect of them, voting rights and all benefits, money or property (including, all stocks, shares or other securities, rights or other property accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option, warrant or otherwise) in respect of any of them.

**"Restrictions Notice"** means a **"restrictions notice"** as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

**"Secured Liabilities"** means the Obligations (as defined in the Facilities Agreement) owing to the Secured Parties (as defined in this Deed) but excluding any money, obligation or Liability which would cause the covenant set out in clause 2 or the security which would otherwise be constituted by this Deed to be unlawful or prohibited by any applicable law or regulation.

**"Secured Parties"** has the meaning given to it in the Facilities Agreement but shall include the Security Agent and any Receiver.

**"Security Period"** means the period starting on the date of this Deed and ending on:

- (a) the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) the date the Security Agent is satisfied (acting reasonably) that all of the Lenders have ceased to have any commitment, obligation or other Liability (whether actual or contingent) to make any credit or provide any other accommodation to a Loan Party under any Loan Document or otherwise to any other person in respect of whose

liabilities a Loan Party has undertaken a Liability to the Lender or any other Secured Party under any Loan Document or as the case may be any Bank Product document.

**"Specified Investments"** means the shares identified in schedule 7 (if any) and all other shares in the issuing companies named in schedule 7 (each, an **"Issuer"**) now or in the future legally or beneficially owned by each Chargor and/or any nominee on its behalf.

**"Trademarks"** shall mean, collectively, with respect to each Chargor, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to such Chargor and all registrations and applications for the foregoing (whether by statutory or common law, whether established or registered in the United Kingdom or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to such Chargor), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to such Chargor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto that are owned by or assigned to such Chargor, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof owned by or assigned to such Chargor, and (iv) rights to sue for past, present or future infringements thereof owned by or assigned to such Chargor, including, without limitation, any thereof referred to in schedule 6.

**"VAT"** means the value added tax provided for in the Value Added Tax Act 1994 and any other tax of a similar nature in any applicable jurisdiction.

**"Warning Notice"** means a **"warning notice"** as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

## 1.2 Terms defined in the Facilities Agreement

Terms defined in the Facilities Agreement but not in this Deed shall have the same meanings in this Deed as in the Facilities Agreement.

## 1.3 Construction

1.3.1 In addition, in this Deed, any reference to:

- (a) an **"amendment"** includes a supplement, restatement, variation, novation or re-enactment (and **"amended"** shall be construed accordingly);
- (b) **"assets"** includes present and future properties, undertakings, revenues, rights and benefits of every description (and any reference to a particular type or category of assets includes any present or future assets of that type or category);
- (c) an **"authorisation"** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- (d) **clauses or schedules** are to the clauses of and schedules to this Deed and references to paragraphs are to paragraphs of the relevant schedule unless the context requires otherwise;
- (e) **this Deed** includes the schedules which form part of this Deed for all purposes;

- (f) a "**disposal**" includes any lease, licence, transfer, sale or other disposal of any kind (with related words being construed accordingly);
- (g) any **Loan Document**, other **Instrument** or other **document** is to that Loan Document, other Instrument or other document as amended or replaced from time to time (however fundamental that amendment or replacement may be, even if it involves increased, new, additional and/or replacement facilities or an increase in any other amount or rate);
- (h) one **gender** shall include a reference to the other genders and words in the **singular** shall include the plural (and vice versa);
- (i) "**including**" means "**including without limitation**" (with related words being construed accordingly), "**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;
- (j) "**Indebtedness**" includes any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent;
- (k) a "**Party**" or other "**particular person**" includes its successors in title, permitted assignees and permitted transferees in accordance with their respective interests; and this Deed shall be enforceable notwithstanding any change in the constitution of a Secured Party, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person;
- (l) "**person**" includes any individual, firm, company or other corporation, unincorporated body of persons, government, state or any agency of a state, any association, trust or partnership (whether or not having separate legal personality) or two or more of them;
- (m) "**regulation**" includes any regulation, rule, official directive, code of practice, demand or decision (in each case whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (n) a "**right**" includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future (and any reference to rights in a particular asset or type or category of assets includes any rights in the proceeds of any disposal of that asset or any assets within that type or category);
- (o) a "**statute**" or "**statutory provision**" includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and any former statute or statutory provision which it consolidated or re-enacted before the date of this Deed;
- (p) "**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and

- (q) **"this security"** means the Lien constituted by or purported to be constituted by or pursuant to this Deed.

1.3.2 The contents page and clause, schedule and paragraph headings are for ease of reference only and shall not affect the interpretation of this Deed.

1.3.3 If there is any inconsistency between the terms of this Deed and those of the Facilities Agreement, the terms of the Facilities Agreement shall prevail.

#### **1.4 Secured Liabilities not paid if avoided**

If the Security Agent (acting reasonably) considers that an amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided, or otherwise set aside, on the liquidation or administration of a Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed. For the avoidance of doubt, no interest shall accrue on such amount unless and until such amount is so avoided or set aside.

#### **1.5 Charges and mortgages**

A reference in this Deed to a **charge** or **mortgage** of any land includes:

1.5.1 all buildings and Fixtures (including trade and tenant's fixtures) which are, at any time, situated on that land;

1.5.2 the proceeds of sale of any part of that land; and

1.5.3 the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that land, or any monies paid or payable in respect of those covenants.

#### **1.6 Incorporation of terms**

1.6.1 The terms of the other Loan Documents and any side letters between any Parties in relation to any Loan Document are incorporated in this Deed to the extent required for any contract for this disposition of an interest in land (as defined in section 2(6) of the Law of Property (Miscellaneous Provisions) Act 1989) contained in this Deed to be a valid agreement in accordance with section 2(1) of that Act.

1.6.2 For the purposes only of Rule 139 of the Land Registration Rules 1925 (as amended), the Facilities Agreement does not form part of the terms and conditions of this Deed.

#### **1.7 Third party rights**

Other than a Receiver, an Indemnified Person (as defined in clause 21), and any delegate and save where the contrary appears, a Person who is not a Party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. The consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

#### **1.8 Nominees**

If the Security Agent causes or requires any Charged Property to be registered in the name of a nominee for the Security Agent, any reference in this Deed to the Security Agent shall if the context permits or requires, be construed as a reference to each of the Security Agent and such nominee.



**1.9 Perpetuity period**

If applicable the perpetuity period applicable to all trusts declared by this Deed shall be 125 years.

**1.10 Trust**

1.10.1 The Security Agent holds the benefit of this Deed, including the security created or purported to be created and the rights granted in it to the Security Agent or any Secured Party, on trust for the Secured Parties on the terms set out in schedule 12 of this Deed and in section 9 of the Facilities Agreement, which terms are deemed to be incorporated in this Deed, mutatis mutandis.

1.10.2 To the extent that any security is not transferred, charged or granted to the Security Agent on trust, the Security Agent declares that it shall hold the Investments on trust for the Secured Parties on the terms contained in this Deed and other Loan Documents to which it is a party.

1.10.3 The Security Agent shall only have those duties, negotiations and responsibilities expressly specified in this Deed and the Facilities Agreement.

**1.11 Non-Trust Jurisdictions**

It is hereby agreed that, in relation to any jurisdictions the courts of which would not recognise or give effect to the trusts expressed to be created by this Deed, the relationship of the Secured Parties to the Security Agent shall be construed as one of principal and agent but, to the extent permissible under the laws of such jurisdictions, all the other provisions of this Deed shall have full force and effect between the parties.

**1.12 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Deed and the Security Agent may appoint an Administrator of a Chargor pursuant to that paragraph.

**1.13 Supplemental security**

The security constituted by or purported to be constituted by this Deed is supplemental to, and without prejudice to the Existing Security Agreement but, notwithstanding anything to the contrary herein, where this Deed purports to create a first fixed security (of whatever form) or prior ranking form of security over an asset which is subject to a first fixed security (of whatever form) or prior ranking form of security under the Existing Security Agreement or any other Collateral Document existing as at the date of this Deed, the security under this Deed will be a second ranking security subject only to the equivalent security created under the Existing Security Agreement or such other Collateral Document (as the case may be) until such time as the security created by the Existing Security Agreement or such other Collateral Document (as the case may be) lawfully ceases to have effect. The Parties acknowledge that notwithstanding any term of the Existing Security Agreement, neither the entry into this Deed nor the granting of security hereunder will result in a breach by a Chargor of the Existing Security Agreement or any other Loan Document.

## 2. PAYMENT OF SECURED LIABILITIES

### 2.1 Covenant to pay

Each Chargor shall as a primary obligor and not merely as a surety, on demand, pay to the Security Agent and discharge the Secured Liabilities when they become due.

### 2.2 Interest

Any amount which is not paid under this Deed when due shall bear interest at the Default Interest as defined in section 2.13(b) of the Facilities Agreement (both before and after judgment and payable on demand) from its due date up to the date of a final payment, such interest to accrue at a daily basis as if the amount not paid under this Deed were unpaid under the Facilities Agreement.

## 3. GRANT OF SECURITY

### 3.1 Fixed charges

As continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee (subject to the other Collateral Documents) charges to the Security Agent: by way of first fixed charge, all its present and future right, title and interest in:

- (a) **Licences:** any licences, guarantees, rents, deposits, contracts, covenants and warranties relating to its Real Properties and all of its rights in any authorisations (statutory or otherwise) held in connection with its business or the use of any other Charged Property;
- (b) **Goodwill:** all present and future goodwill and all uncalled capital and all of its rights to future calls in respect of capital;
- (c) **Equipment:** any Equipment;
- (d) **Intellectual Property:** any Intellectual Property;
- (e) **Book Debts:** all of its rights in its Book Debts;
- (f) **Investments:** all Investments (including the Specified Investments);
- (g) **Insurance Policies:** all Insurance Policies and any Insurance Proceeds not otherwise assigned by clause 3.2;
- (h) **Bank accounts:** all of its rights in all monies from time to time standing to the credit in any Account not otherwise assigned pursuant to clause 3.2 and the indebtedness represented by them; and
- (i) **Other documents:** to the extent that any of the Assigned Assets are not effectively assigned under clause 3.2 or such rights have been effectively assigned but have not been perfected by the service of the appropriate notice, by way of first fixed charge, those Assigned Assets,

in each case provided that, notwithstanding the foregoing, no Lien or security interest is hereby granted on or shall attach to, and the Charged Property under this Deed shall not include, any Excluded Property.

### 3.2 Assignments

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee (subject to the other Collateral Documents) assigns absolutely (subject to a proviso for reassignment on redemption) to the Security Agent all its present and future right, title and interest in and to the benefit of:

- 3.2.1 **Accounts:** all of its rights in all monies from time to time standing to the credit of the Accounts (other than any Account held by the Security Agent) and the indebtedness represented by them;
- 3.2.2 **Insurance Policies:** all of its rights in its Insurance Policies, and in any Insurance Proceeds; and
- 3.2.3 **Assigned Agreements:** all the Assigned Agreements and the benefit of any guarantee or Lien for the performance of the Assigned Agreements,

in each case provided that, notwithstanding the foregoing, no assignment is made in respect of, and the Charged Property under this Deed shall not include, any Excluded Property.

For the avoidance of doubt, each Chargor will remain at all times liable in respect of all of its obligations under each of the Assigned Agreements to the same extent as if this security had not been created and neither the Security Agent, any other Secured Party will be under any obligation or Liability to any Chargor or to any other person under or in respect of any Assigned Agreements.

### 3.3 Non-Assignable Rights

Each Chargor declares that to the extent that any right, title, interest or benefit in or in respect of any asset described in clause 3.2 (*Assignments*) cannot be or is not effectively assigned pursuant to clause 3.2 (*Assignments*) for whatever reason, each Chargor shall:

- 3.3.1 promptly notify the Security Agent of the same and the reasons why such asset is not capable of assignment;
- 3.3.2 hold the benefit of the same on trust for the Security Agent as security for the payment and discharge of the Secured Liabilities (to the extent permitted by applicable law); and
- 3.3.3 take such steps as the Security Agent may reasonably require to remove such impediment to such assignment.

### 3.4 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee (subject to the other Collateral Documents) charges to the Security Agent, by way of first 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 and 3.2.

### 3.5 Crystallisation of the floating charge

- 3.5.1 The floating charge created by a Chargor in clause 3.4 shall automatically and immediately (without notice) be converted into a fixed charge over all assets subject to the floating charge if such Chargor:

- (a) 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 and such lien and trust is not permitted by the Facilities Agreement;
  - (b) disposes or attempts to dispose of all or any part of the Charged Property contrary to section 7.6 of the Facilities Agreement;
  - (c) has a Receiver appointed over all or any of the Charged Property that is subject to the floating charge;
  - (d) any person levies, or attempts to levy, any distress, attachment, execution or other process against all or any part of the Charged Property; or
  - (e) the Security Agent receives notice of the appointment of, or that Chargor has expressed in writing its intention to appoint, an administrator of that Chargor or if that Chargor is wound up or has an administrator appointed.
- 3.5.2 The floating charge created under this Deed 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.
- 3.5.3 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 3.4 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:
- (a) an Enforcement Event has occurred and is continuing;
  - (b) the Security Agent reasonably 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
  - (c) the Security Agent considers that it is necessary or desirable to protect the priority, value and enforceability of the security.
- 3.5.4 Nothing in this clause 3.5 shall affect the crystallisation of the floating charge created by any Chargor under applicable law and regulation.
- 3.5.5 Any notice given under clause 3.5.3 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 Deed or any other Loan Document.

### **3.6 Assets acquired after crystallisation**

Any asset acquired by a Chargor after any crystallisation of the floating charge created under this Deed which, but for such crystallisation, would be subject to a floating charge shall (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent by way of first fixed charge.

#### **4. NOTICE OF ASSIGNMENT, CHARGE AND FURTHER ASSURANCE**

##### **4.1 Notice of Assignment**

Each Chargor shall, at the times specified below (and in respect of assets acquired or entered into after the date of this Deed and required to be assigned pursuant to this Deed hereafter, promptly upon a request from the Security Agent, such Chargor having notified the Security Agent of such acquisition or entry), give notice of the assignment effected pursuant to clause 3.2 by sending a Notice of Assignment (with a copy to the Security Agent) in relation to:

- 4.1.1 the Insurance Policies assigned pursuant to clause 3.2, to each of the insurers party to each such Insurance Policy promptly upon the execution of this Deed, or if entered into after the date of this Deed, promptly after issuance;
- 4.1.2 the Accounts listed in schedule 5 to the Account Bank promptly upon the execution of this Deed or, after the date of this Deed and in relation to other Accounts which are capable of assignment, promptly after opening; and
- 4.1.3 in relation to each Assigned Agreement, to each party to such Assigned Agreement promptly upon execution of this Deed or, if entered into after this Deed, promptly after entering into such Material Agreement or after being designated an Assigned Agreement.

##### **4.2 Notice of Charge**

Each Chargor shall upon the execution of this Deed, and thereafter promptly upon a request from the Security Agent, give notice pursuant to clause 3.1(h) by sending a Notice of Charge (with a copy to the Security Agent) to any bank specified by the Security Agent, being a bank with which any of its Accounts are opened or maintained.

##### **4.3 Acknowledgement**

Each Chargor shall use reasonable commercial endeavours to procure that within 28 days of the date of the relevant Notice of Assignment or Notice of Charge, the recipient thereof acknowledges the same in the form of the relevant Acknowledgement (or in such other form as the Security Agent shall, acting reasonably agree).

##### **4.4 Assigned Assets**

The Security Agent shall not be obliged to take any steps necessary to preserve any of the Assigned Assets, or to enforce any term of the Assigned Agreement against any person, or to make any enquiries as to the nature of sufficiency of any payments received by it under that Deed.

##### **4.5 Further assurance**

Each Chargor shall promptly (and shall use reasonable commercial endeavours to procure that its nominees shall), at the request of the Security Agent and at its own cost, do all acts and things as the Security Agent may reasonably require, and to execute any instrument or other documents (including any legal or other mortgages, charges or transfers) in favour of the Security Agent in such form as the Security Agent may reasonably require and otherwise do any acts and things, as the Security Agent (acting reasonably) considers necessary or desirable from time to time:

- 4.5.1 for creating, giving effect to, perfecting (including the priority of it), preserving or protecting the Security Agent's security over the Charged Property created (or intended to be created) by this Deed; or
- 4.5.2 to facilitate the realisation or enforcement of, or exercise any of the rights and powers conferred on of the Security Agent or any other Secured Party or any Receiver in relation to, the security over the Charged Property created (or intended to be created) by this Deed.

The obligations of a Chargor under this clause 4.5 shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this Deed by virtue of section 2 of the Law of Property (Miscellaneous Provisions) Act 1994 (as extended or otherwise varied by this Deed).

## **5. REPRESENTATIONS AND WARRANTIES**

Each Chargor represents and warrants to the Security Agent as set out in schedule 2.

## **6. COVENANTS**

Each Chargor covenants with the Security Agent in the terms set out in schedule 3.

## **7. THE SECURITY AGENT**

### **7.1 Trust**

- 7.1.1 To the extent that any security is not transferred, charged or granted to the Security Agent on trust, the Security Agent declares that it shall hold the Charged Property on trust for the Secured Parties on the terms contained in this Deed and other Loan Documents to which it is a party.
- 7.1.2 The Security Agent shall only have those duties, negotiations and responsibilities expressly specified in this Deed (included in schedule 12) or in the other Loan Documents to which the Security Agent is expressed to be a party (and no others will be implied).

### **7.2 Provisions supplemental to the provisions of the Trustee Act 1925 and the Trustee Act 2000 (the "Trustee Acts").**

Where there are any inconsistencies between the Trustee Acts and the provisions of this Deed or other Loan Documents, the provision of this Deed and those Loan Documents shall, to the extent allowed by law, prevail and, in the case of such inconsistency with the Trustee Act 2000, the provisions of the Loan Documents shall constitute a restriction or exclusion for the purposes of that Act. The Security Agent shall have such rights, powers, authorities and discretions as are conferred on agents by the Trustee Acts together with such rights, powers, authorities and discretions as are reasonably incidental thereto and by way of supplement to the Trustee Acts, such rights, powers, authorities and discretions as expressly set out in the Loan Documents, including this Deed.

## **8. PEOPLE WITH SIGNIFICANT CONTROL**

- 8.1 Each Chargor covenants and agrees with the Security Agent that until the end of the Security Period, it shall comply with any notice served on it pursuant to Part 21A of the Companies Act 2006 and within the timeframe specified in the notice.

- 8.2** Each Chargor represents and warrants to the Security Agent on the date of this Deed and on each date the representations are deemed to be repeated in accordance with the Facilities Agreement that no Warning Notice or Restrictions Notice has been issued and not complied with within the relevant time period to that Chargor in respect of the charged Investments pursuant to this Deed.

**9. ENFORCEMENT**

- 9.1** This security shall be immediately enforceable if an Enforcement Event has occurred and is continuing.

- 9.2** While the security is enforceable pursuant to clause 9.1, the Security Agent may in its absolute discretion enforce all or any of its rights under this Deed as it thinks fit. In particular, it may without further notice, exercise in relation to the Charged Property:

- 9.2.1 the power of sale and all other powers conferred on mortgagees by the LPA (or otherwise by law) or on an administrative receiver by the IA, in either case as extended or otherwise amended by this Deed;
- 9.2.2 to the extent that clause 10 applies, the power to appropriate the Charged Property in or towards the payment and discharge of the Secured Liabilities in accordance with clause 10.2; and
- 9.2.3 (without first appointing a Receiver) any or all of the rights which are conferred by this Deed (whether expressly or by implication) on a Receiver, including those relating to Leases set out in clause 12.2.4.

**9.3 LPA provisions**

- 9.3.1 The Secured Liabilities shall be deemed for the purposes of all powers implied by statute to have become due within the meaning of s101 LPA immediately on the execution of this Deed.
- 9.3.2 s93(1) LPA and s103 LPA shall not apply to this security or to any exercise by the Security Agent of its right to consolidate mortgages or its power of sale.
- 9.3.3 The statutory powers of leasing conferred by s99 and s100 of the LPA may be exercised by the Security Agent at any time while the security is enforceable, and such powers of leasing are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any restrictions conferred by law (including under s99 or s100 of the LPA).

**9.4 Protection of third parties**

- 9.4.1 No purchaser, mortgagee or other person dealing with a Receiver or the Security Agent shall be bound to enquire whether its right to exercise any of its rights has arisen or become exercisable, or 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 Receiver or the Security Agent.
- 9.4.2 All of the protection to purchasers contained in ss104 and 107 LPA and s42(3) IA shall apply to any person purchasing from or dealing with a Receiver or the Security Agent as if the Secured Liabilities had become due and the statutory powers of sale

and of appointing a Receiver in relation to the Charged Property had arisen on the date of this Deed.

## **9.5 Privileges**

Each of the Security Agent and any Receiver is entitled to all the rights, powers privileges and immunities conferred by law (including the LPA) or mortgagees and receivers duly appointed under any law (including the LPA).

## **9.6 Delegation**

- 9.6.1 The Security Agent and a Receiver may delegate to any person or persons all or any of the rights which are exercisable by it under this Deed. A delegation under this paragraph may be made in any manner (including by power of attorney) and on any terms (including power to sub-delegate) which the Security Agent or Receiver may think fit.
- 9.6.2 A delegation under clause 9.6.1 shall not preclude the subsequent exercise of those rights by the Security Agent or Receiver itself nor preclude the Security Agent or Receiver from making a subsequent delegation of them to another Person or from revoking that delegation.
- 9.6.3 Neither the Security Agent nor a Receiver shall be liable or responsible to any Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate (save where caused by its gross negligence or wilful default).

## **9.7 No Liability**

- 9.7.1 The powers conferred on the Security Agent by this Deed are solely to protect its interests in the Charged Property and shall not impose any duty on the Security Agent to exercise any of those powers.
- 9.7.2 The Security Agent shall not, in respect of any of the Charged Property, have any duty or incur any Liability for:
  - (a) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Charged Property or the nature or sufficiency of any payment whether or not the Security Agent has or is deemed to have knowledge of such matters; or
  - (b) taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Charged Property.
- 9.7.3 None of the Security Agent, any Receiver, any delegate shall be liable as a mortgagee in possession or otherwise to account in relation to all or any part of the Charged Property for any loss on realisation or for any other action, default or omission for which it or he might be liable.



## 10. RIGHT OF APPROPRIATION

### 10.1 Application of right of appropriation

This clause 10 applies to the extent the Charged Property constitute "**financial collateral**" and the obligations of each Chargor under this Deed constitute a "**financial collateral arrangement**" (within the meaning of the Financial Collateral Regulations).

### 10.2 Exercise of right of appropriation

If and to the extent that this clause 10 applies, the Security Agent may, following the enforcement of this Deed, appropriate the Charged Property in or towards the Secured Liabilities. If the Security Agent exercises its right of appropriation then it shall for these purposes value:

- 10.2.1 any relevant bank account and 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
- 10.2.2 any other relevant Charged Property by reference to an independent valuation or other procedure determined by the Security Agent in a reasonable manner at the time of the appropriation. Each Chargor agrees that that method of valuation provided for in this clause 10.2 is commercially reasonable for the purposes of the Financial Collateral Regulations.

## 11. DIVIDENDS AND VOTING RIGHTS

### 11.1 Before enforcement

Before the occurrence of an Enforcement Event:

- 11.1.1 each Chargor shall:
  - (a) be entitled to all dividends, interest and other monies paid on and received by it in respect of that Chargor's Investments; and
  - (b) subject to clause 11.1.2 exercise all voting and other rights attached to each Chargor's Investments.
- 11.1.2 No Chargor shall:
  - (a) exercise any rights attached to the Investments in any manner which would materially and adversely affect the validity or enforceability of this Deed; or
  - (b) without the prior written consent of the Security Agent, permit or agree to any variation of the rights attaching to the Investments, participate in any rights issue, elect to receive or vote in favour of receiving any dividend other than in the form of cash or participate in any resolution concerning a winding-up, liquidation or administration (other than as expressly permitted under the Facilities Agreement).

### 11.2 After enforcement

While this security is enforceable pursuant to clause 9.1:

- 11.2.1 the Security Agent and its nominee(s) may at the Security Agent 's discretion (and in the name of the relevant Chargor or otherwise), exercise all voting and other rights and powers attached to the Investments which may be exercised by a Person in whose name the Investments are registered and each Chargor shall procure that its nominees shall, comply with any directions the Security Agent and its nominee(s) may in its absolute discretion, give concerning the exercise of those rights and powers; and
- 11.2.2 all dividends, interest and other monies or distributions paid (or to be received) in respect of the Investments and received by or on behalf of a Chargor shall be held on trust for the Security Agent and, if requested by the Security Agent, forthwith paid into an account designated by the Security Agent or, if received by the Security Agent, may be applied by the Security Agent as though they were the proceeds of sale.

## 12. APPOINTMENT OF RECEIVER

### 12.1 Appointment of Receiver

Without prejudice to any statutory or other powers of appointment of the Security Agent under the LPA as extended by this Deed or otherwise, at any time while this security is enforceable or if a Chargor so requests in writing at any time the Security Agent may without further notice to any Chargor do any of the following:

- 12.1.1 appoint by deed or otherwise (acting through a duly authorised officer) any one or more Persons qualified to act as a Receiver to be a Receiver of all or any part of the Charged Property;
- 12.1.2 either at the time of appointment or any time after that appointment fix his or their remuneration (without being limited by the maximum rate specified in s109(6) LPA); and
- 12.1.3 (except as otherwise required by statute) remove any Receiver and appoint another or others in his or their place.

### 12.2 Powers of Receiver

Every Receiver shall have in relation to the Charged Property (every reference in this clause 12.2 to "**Charged Property**" being a reference only to all or any part of the Charged Property in respect of which that Receiver was appointed) the powers granted by the LPA to any receiver appointed under it or to any mortgagor or mortgagee in possession and (whether or not the Receiver is an administrative receiver) the powers granted by the IA to any administrative receiver, all as varied and extended by this Deed. In addition, but without limiting the preceding sentence, every Receiver shall have power to do the following:

- 12.2.1 **Collection:** enter on, take possession of, collect and get in the Charged Property and collect and get in all rents and other income whether accrued before or after the date of his appointment and for those purposes make any demands and take any actions or other proceedings which may seem to him expedient;
- 12.2.2 **Compliance with Deed:** comply with and perform all or any of the acts, matters, omissions or things undertaken to be done or omitted by a Chargor under this Deed;

- 12.2.3 **Management of business:** carry on, manage, develop, reconstruct, amalgamate or diversify the business of a Chargor or any part of it in such manner as he shall in his discretion think fit;
- 12.2.4 **Dealing with Charged Property:** sell or otherwise dispose of the Charged Property, grant Leases, licences, easements, rights or options over or in respect of them and surrender, accept the surrender or vary any Lease, agreement or arrangement relating to them or otherwise agree to any such dealing. This power may be exercised without the need to comply with s99 and s100 LPA. Any disposal or other dealing under this clause 12.2.4 may be effected in the manner and on the terms which he thinks fit, for consideration consisting of cash, deeds or other obligations, shares or other valuable consideration and this consideration may be payable in a lump sum or by instalments spread over a period as he may think fit;
- 12.2.5 **Severance of assets:** sever from the premises to which they are annexed and sell separately (in accordance with clause 12.2.4) any plant, machinery or fixtures;
- 12.2.6 **Upkeep of Charged Property:** repair, decorate, furnish, maintain, alter, improve, replace, renew or add to the Charged Property as he shall think fit and effect, maintain, renew or increase indemnity insurance and other insurances and obtain bonds;
- 12.2.7 **Dealing with third parties:** appoint or dismiss officers, employees, contractors or other agents and employ professional advisers and others on such terms (as to remuneration and otherwise) as he may think fit;
- 12.2.8 **Agreements:** perform, repudiate, terminate, amend or enter into any arrangement or compromise any contracts or agreements which he may consider expedient;
- 12.2.9 **Proceedings:** settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes which may arise in connection with the business of a Chargor or the Charged Property and bring, prosecute, defend, enforce, compromise, submit to and discontinue any actions, suits, arbitrations or other proceedings;
- 12.2.10 **Uncalled capital:** make calls on the shareholders of any Chargor in respect of any of its uncalled capital;
- 12.2.11 **Rights in connection with Charged Property:** exercise or permit a Chargor or any nominee of a Chargor to exercise any rights incidental to the ownership of the Charged Property in such manner as he may think fit;
- 12.2.12 **Subsidiaries:** form a subsidiary or subsidiaries of a Chargor and transfer, lease or license to it or them or any other person the Charged Property on such terms as he may think fit;
- 12.2.13 **Assets and rights:** purchase, lease, hire or otherwise acquire any assets or rights of any description which he shall consider necessary or desirable for the carrying on, improvement or realisation of the Charged Property or the business of a Chargor or otherwise for the benefit of the Charged Property;
- 12.2.14 **Landlord and tenant powers:** exercise any rights conferred on a landlord or a tenant by any applicable law or regulation in relation to the Charged Property;

- 12.2.15 **Raising money:** in the exercise of any of the rights conferred on him by this Deed or for any other purpose to raise and borrow money either unsecured or secured and either in priority to, *pari passu* with or subsequent to this security and generally on such terms as he may think fit;
- 12.2.16 **Receipts and discharges:** give valid receipts for all monies and execute all discharges, assurances and other documents which may be proper or desirable for realising the Charged Property and redeem, discharge or compromise any Lien whether or not having priority to the security or any part of it;
- 12.2.17 **All other acts:** execute and do all such other acts, things and documents as he may consider necessary or desirable for the realisation or preservation of the Charged Property or incidental or conducive to any of the rights conferred on or vested in him under or by virtue of this Deed or otherwise and exercise and do in relation to the Charged Property, and at the cost of a Chargor, all the rights and things which he would be capable of exercising or doing if he were the absolute beneficial owner of the same; and
- 12.2.18 **Name of Chargor:** use the name of a Chargor or his own name to exercise all or any of the rights conferred by this Deed.

### 12.3 Agent of a Chargor

Any Receiver appointed under this Deed whether acting solely or jointly shall be deemed to be the agent of the relevant Chargor and to be in the same position as a receiver appointed under the LPA and such Chargor shall be solely responsible for his acts, omissions, defaults, losses and misconduct and for his remuneration and the Security Agent shall not be in any way liable or responsible either to any Chargor or to any other person for any Receiver.

### 12.4 Joint appointment

If at any time two or more Persons have been appointed as Receivers of the same Charged Property, each one of those Receivers shall be entitled to exercise individually all of the rights conferred on Receivers under this Deed to the exclusion of the other or others in relation to any of the Charged Property in respect of which he has been appointed unless the Security Agent shall state otherwise in the document appointing him.

### 12.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or implicitly) or by law on a Receiver may while this security is enforceable be exercised by the Security Agent in relation to the Charged Property without first appointing a Receiver or notwithstanding the appointment of a Receiver.

### 12.6 Personnel

The Security Agent may by writing under its hand (and to the extent it is lawful) remove any Receiver appointed by it and may whenever it thinks fit, appoint a new Receiver in place of any Receiver whose appointment may for any reason have terminated.

### **13. APPOINTMENT OF ADMINISTRATOR**

#### **13.1 Appointment of Administrator**

- 13.1.1 The Security Agent may without notice appoint any one or more Persons to be an administrator of a Chargor pursuant to Schedule B1, paragraph 14 IA at any time while this security is enforceable pursuant to clause 9.1.
- 13.1.2 Clause 13.1.1 shall not apply to a Chargor if Schedule B1, paragraph 14 IA does not permit an administrator of a Chargor to be appointed.
- 13.1.3 Any appointment under clause 13.1.1 shall be in writing signed by a duly authorised officer of the Security Agent.

#### **13.2 Replacement of an Administrator**

The Security Agent may (subject to any necessary approval from the court) end the appointment of any Administrator by notice in writing signed by a duly authorised officer and appoint under clause 13.1 a replacement for any Administrator whose appointment ends for any reason.

### **14. APPLICATION OF PROCEEDS**

#### **14.1 Order of priority**

Any monies received by the Security Agent or any Receiver or any of their nominees, appointees, delegates or agents under this Deed or under the rights conferred by this Deed shall, while this security is enforceable pursuant to clause 9.1, and subject to payment of any claims having priority to this security and by way of variation of the provisions of the LPA, be applied in the following order, but without prejudice to the right of the Security Agent to recover any shortfall from a Chargor:

- 14.1.1 where applicable, in payment of all Losses of and incidental to the appointment of the Receiver under this Deed and the exercise of all or any of his powers under this Deed;
- 14.1.2 where applicable, in payment of the Receiver's documented remuneration at such rate as may be agreed with the Security Agent (acting reasonably);
- 14.1.3 in accordance with the Facilities Agreement in or towards discharge of the Secured Liabilities; and
- 14.1.4 if a Chargor is not under any further actual or contingent Liability under the Facilities Agreement, in payment of the surplus (if any) to the person or persons entitled to it.

#### **14.2 Insurance Proceeds**

- 14.2.1 All monies received by a Chargor by virtue of any Insurance Policies on the Charged Property, whether or not effected under this Deed:
  - (a) shall be deemed part of the Charged Property; and
  - (b) (subject to any rights of third parties arising under any applicable law and regulation relating to the application of insurance monies or under any Lease under which any Real Property is demised or let to or by a Chargor)

shall, while this security is enforceable pursuant to clause 9.1, save with the prior written consent of the Security Agent, be paid to the Security Agent. This shall apply whether the event pursuant to which those monies became payable occurred before, on or after the date of this Deed.

14.2.2 While this security is enforceable pursuant to clause 9.1, any monies so paid to the Security Agent or otherwise received by the Security Agent by virtue of any insurance on the Charged Property shall be applied at the discretion of the Security Agent either in reduction of the Secured Liabilities 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.

14.2.3 While this security is enforceable pursuant to clause 9.1, any monies received by a Chargor by virtue of any Insurance Policies on the Charged Property shall be held on trust for the Security Agent until those monies are paid to the Security Agent in accordance with this clause 14.2.

## **15. EFFECTIVENESS OF SECURITY**

### **15.1 Continuing security**

This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account or intermediate payment or discharge in whole or in part or any other matter or thing, unless and until the Security Agent discharges this Deed in writing.

### **15.2 Additional security**

This Deed shall be in addition to, and independent of every, and shall not be prejudiced by any, other Lien or guarantee which the Security Agent may, at any time, hold for any of the Secured Liabilities. No prior Lien held by the Security Agent over the whole or any part of the Charged Property shall, by virtue of the entry into this Deed, merge in the security created by this Deed.

### **15.3 Waiver of defences**

The liabilities and obligations of a Chargor under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by any act, omission, matter or thing which, but for this clause 15.3, would reduce, release or prejudice any of its liabilities and obligations under this Deed, including (whether or not known to it or the Security Agent):

15.3.1 any time, waiver or consent granted to, or composition with, any Chargor or other person;

15.3.2 the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the group;

15.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

15.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Chargor or any other person;

- 15.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Loan Document or any other document or security including without limitation 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 document or security;
- 15.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security;
- 15.3.7 any act, omission or circumstance which but for this clause 15.3, might operate to discharge, release, reliance, extinguish, impair or otherwise affect any of the obligations of a Chargor under this Deed or any of the rights and remedies of the Security Agent or any security; or
- 15.3.8 any Insolvency of a Chargor.

#### **15.4 Immediate Recourse**

Each Chargor waives any right it may have of first requiring the Security Agent or any other Secured Party to enforce any Lien or other rights or claim any payment from or otherwise proceed against any other person before enforcing this Deed against a Chargor. This waiver applies irrespective of any applicable law and regulation or any provision of any Loan Document to the contrary.

#### **15.5 Discretion in enforcement**

Until the expiry of the Security Period, the Security Agent or any Receiver may:

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

#### **15.6 Non-Competition**

Unless:

- 15.6.1 all amounts which may be or become payable by the Chargors under or in connection with the Loan Documents have been irrevocably paid in full; or
- 15.6.2 the Security Agent otherwise directs, each Chargor shall not, after a claim has been made or by virtue of any payment or performance by it under this Deed:
  - (a) be subrogated to any rights, security or moneys held, received or receivable by any Secured Party (or any agent or agent on its behalf);
  - (b) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the relevant Chargor's Liability under this clause;
  - (c) claim, rank, prove or vote as a creditor of any Chargor or its estate in competition with any Secured Party (or any agent or agent on its behalf); or

- (d) receive, claim or have the benefit of any payment, distribution or security from or on account of any Chargor, or exercise any right of set-off as against any Chargor.

A Chargor must hold in trust for and must immediately pay or transfer to the Security Agent for the Secured Parties any payment or distribution or benefit of security received by it contrary to this clause or in accordance with any directions given by the Security Agent under this clause.

## **15.7 Subsequent Security**

At any time following:

- 15.7.1 the Security Agent's receipt of notice of any subsequent Lien affecting the Charged Property; or
- 15.7.2 the Insolvency of a Chargor; or
- 15.7.3 any disposal of all or any of the Charged Property in breach of the Loan Documents,

any Secured Party may open a new account or accounts in the name of a Chargor (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 treated as if it had done so at the time when the notice was received or was deemed to have been received or, as the case may be, the Insolvency commenced or the assignment or transfer occurred and from that time all payments made by a Chargor to, the Secured Party or received by the Secured Party for the account of a Chargor shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Deed at the time when the Secured Party received or was deemed to have received that notice or, as the case may be, the Insolvency commenced or the assignment or transfer occurred.

## **16. RELEASE AND RETENTION OF SECURITY**

### **16.1 Release of Security**

Subject to clause 16.2, following the expiry of the Security Period and at the request and cost of a Chargor, the Security Agent shall, as soon as reasonably practicable after receipt of that request:

- 16.1.1 release and discharge this security;
- 16.1.2 re-assign all Assigned Assets to the relevant Chargor (and send such notice to banks and counterparties to such Assigned Assets as a Chargor may reasonably request) at all times without recourse, representation or warranty and the rights of any person having prior rights over those assets;
- 16.1.3 deliver a notice of non-crystallisation to each Chargor with respect to each floating charge created by or purported to be created by this Deed; and
- 16.1.4 return to the relevant Chargor all documents provided by such Chargor in connection with grant or perfection of any security created by or purported to be created by this Deed.

Any release or discharge of this security or re-assignment shall not release or discharge a Chargor from any Liability to the Security Agent or any other Secured



Party for the Secured Liabilities or any other monies which exists independently of this Deed.

## **16.2 Permitted Disposals**

If a Chargor makes a disposal permitted by the Facilities Agreement or withdraws amounts from any Account other than to pay into another Account, then such assets or amounts shall (to the extent possible at law, automatically) be released and discharged from the mortgages, assignments and fixed and floating charges effected by this Deed (and in the case of any Account automatically and without the need for further action by any person), and the Security Agent shall, at the cost and request of the relevant Chargor, promptly take such actions as that Chargor may reasonably request to release or evidence the release of the security created or purported to be created by this Deed.

## **16.3 Reinstatement**

16.3.1 Any release, settlement, discharge, re-assignment or arrangement (in this clause 16, a "**release**") made by the Security Agent on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to Insolvency.

16.3.2 If any avoidance, reduction or clawback occurs or order is made as referred to in clause 16.3.1, then the release given by the Security Agent shall have no effect and shall not prejudice the right of the Security Agent to enforce this Deed in respect of the Secured Liabilities. As between the Chargors and the Security Agent, this Deed shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Security Agent as security for the Secured Liabilities.

## **16.4 Redemption**

The Security Agent may at any time:

16.4.1 redeem, or procure the transfer to itself of, any such prior Lien over any Charged Property; or

16.4.2 settle and pass the accounts of the holder of any prior Lien. Any accounts so settled and passed shall be conclusive and binding on each Chargor.

## **16.5 Costs of redemption**

All principal monies, interest, costs, expenses and other amounts incurred in and incidental to any redemption or transfer under clause 16.4 shall be paid by the relevant Chargor to the Security Agent on demand, in each case together with interest calculated in the manner referred to in clause 19.

## **17. POWER OF ATTORNEY**

### **17.1 Appointment**

Each Chargor irrevocably and by way of security appoints the Security Agent and any Receiver and every delegate referred to in clause 9.6 and each of them jointly and also severally, solely during the Security Period, to be its attorney (with full powers of substitution and delegation) and in its name or otherwise and on its behalf and as its act and deed to execute, deliver and

perfect all Instruments and other documents and do any other acts and things which may be required or which the attorney may consider desirable:

- 17.1.1 to carry out any obligation imposed on it by this Deed or any other agreement binding on a Chargor to which the Security Agent is a Party (including the execution and delivery of any mortgages, deeds, charges, assignments or other transfers of the Charged Property) and which it has failed to carry out in any required time period;
- 17.1.2 subject to clause 17.2, to carry into effect any disposal or other dealing by the Security Agent or any Receiver;
- 17.1.3 subject to clause 17.2, to transfer any interest in any Charged Property in the circumstances in which such transfer may be required under this Deed, including on an enforcement of the security over such Charged Property;
- 17.1.4 subject to clause 17.2, in its name or on its behalf to exercise any right conferred on the Security Agent, any Receiver or any delegate in relation to the Charged Property under this Deed;
- 17.1.5 subject to clause 17.2, to convey or transfer any right in land or any other asset;
- 17.1.6 subject to clause 17.2, to register or renew registration of the existence of the security or the restrictions on dealing with the Charged Property under this Deed or any other Loan Document or by law or regulation;
- 17.1.7 subject to clause 17.2, to get in the Charged Property; and
- 17.1.8 subject to clause 17.2, to enable the Security Agent and any Receiver to exercise the respective rights, powers and authorities conferred on them by this Deed or by applicable law and regulation,

and each Chargor undertakes to ratify and confirm all acts and things done by an attorney in the exercise or purported exercise of its powers and all monies spent by an attorney shall be deemed to be expenses incurred by the Security Agent under this Deed.

## **17.2 Exercise**

Neither the Security Agent nor any Receiver (or delegate) shall exercise the powers granted at clause 17.1.2 to 17.1.8 unless this security is enforceable pursuant to clause 9.1.

## **17.3 Irrevocable power**

Each Chargor acknowledges that each power of attorney granted by clause 17.1 is during the Security Period granted irrevocably and for value as part of this security to secure a proprietary interest of, and the performance of obligations owed to, the donee within the meaning of s4 Powers of Attorney Act 1971.

## **18. GROSS-UP AND PAYMENTS**

### **18.1 Grossing Up**

Each payment made by a Chargor to the Security Agent under this Deed shall be made free and clear of and without deduction for or on account of Tax unless a Chargor is required to make such payment subject to the deduction or withholding of Tax, in which case the sum payable by a Chargor in respect of which such deduction or withholding is required to be made

shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Security Agent receives and retains (free from any Liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

## **18.2 Payments without Set-Off**

Any payment made by a Chargor under this Deed shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

## **18.3 Manner of Payment**

Each payment made by the Chargors under this Deed shall be paid in the manner reasonably required by the Security Agent.

## **19. COSTS AND EXPENSES**

### **19.1 Costs and expenses**

19.1.1 Section 10.3 of the Facilities Agreement shall be deemed incorporated herein mutatis mutandis.

19.1.2 The indemnity given by each Chargor at section 10.3(b) of the Facilities Agreement is extended so that each Chargor shall, in addition to the parties named therein, indemnify the Receiver on the terms contained in section 10.3(b) of the Facilities Agreement and the Receiver is hereby indemnified by each Chargor.

19.1.3 Where this deed requires a Chargor to reimburse a Secured Party for any costs or expenses, such Chargor shall also pay any amount of those costs or expenses incurred referable to VAT charged thereon.

### **19.2 Taxes**

Each Chargor shall pay all stamp, registration and other Taxes to which this Deed, this security or any judgment or order given in connection with this Deed may at any time be subject and shall on demand indemnify the Security Agent against any Losses resulting from any failure to pay or delay in paying the same.

## **20. ASSIGNMENTS AND TRANSFERS**

### **20.1 Security Agent**

Subject to section 10.4 of the Facilities Agreement the Security Agent may assign any or all of its rights and transfer any or all of its matured obligations under this Deed without the consent of the Chargors being required.

### **20.2 Chargor**

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed save to the extent permitted under the Facilities Agreement and provided such assignee or transferee has agreed to be bound by the terms of this Deed on terms acceptable to the Security Agent.

## 20.3 Disclosure of information

The Security Agent may disclose any information about a Chargor which it shall consider appropriate to any affiliate, any of its professional advisers, any person to whom it is proposing to assign or transfer, or has assigned or transferred, any of its rights and obligations under this Deed or to any person to whom information may be required to be disclosed by any applicable law and regulation.

## 21. INDEMNITY

Each Chargor shall on demand indemnify and keep indemnified the Security Agent and every Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed and their respective employees (each one "**Indemnified Person**") in respect of all Losses incurred or suffered by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the rights vested in them under this Deed and against all Losses suffered or incurred by any of them in respect of any matter or thing done or omitted relating to the Charged Property or occasioned by any breach of any of the Chargors covenants or other obligations under this Deed or otherwise relating to all or any part of the Charged Property, provided that no Indemnified Person may claim from a Chargor under this indemnity with respect to a Loss to the extent it has made a recovery from any Chargor with respect to such Loss.

## 22. SET-OFF

22.1 While this security is enforceable pursuant to clause 9.1, a Secured Party may set-off any matured obligation due from a Chargor under this Deed (to the extent beneficially owned by such Secured Party) against any obligation (whether or not matured) owed by that Secured Party to a Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

### 22.2 No Obligation

No Secured Party shall be obliged to exercise any right given to it under clause 22.

### 22.3 Time Deposits

Without prejudice to clause 22.1, if any time deposit matures on any account a Chargor has with the Security Agent at a time within the Security Period when:

22.3.1 the security is enforceable; and

22.3.2 no Secured Liabilities are due and payable,

such time deposits shall automatically be renewed for such further period as Security Agent in its absolute discretion considers appropriate.

## 23. NOTICES AND COMMUNICATIONS

Section 10.1 of the Facilities Agreement shall be deemed incorporated herein mutatis mutandis.

## 24. CALCULATIONS AND CERTIFICATES

Any certificate or determination of the Security Agent as to any matter provided for in this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

## 25. CURRENCY CONVERSION

- 25.1 In order to apply any sum held or received by the Security Agent or a Receiver in or towards payment of the Secured Liabilities, the Security Agent or such Receiver may purchase an amount of the currency in which the Secured Liabilities are denominated with any amounts received from the Chargors, and the rate of exchange to be used shall be that at which, at such time as it considers appropriate, the Security Agent or such Receiver is able to effect such purchase.

### 25.2 Currency Indemnity

If any sum due from a Chargor under this Deed or any order or judgment given or made in relation to this Deed has to be converted from the currency (the "**first currency**") in which the same is payable under this Deed or under such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against a Chargor, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to this Deed, the relevant Chargor shall indemnify and hold harmless each Secured Party from and against any loss it suffers or incurs as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency; and (ii) the rate or rates of exchange at which such Secured Party may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

## 26. PARTIAL INVALIDITY

If, at any time, any provision of this Deed 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.

## 27. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any remedy or other right under this Deed shall operate as a waiver, nor shall any 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 Deed are cumulative and not exclusive of any remedies and other rights provided by law.

## 28. AMENDMENTS AND WAIVERS

Any term of this Deed may be amended or waived only with the written consent of the Security Agent acting on the instructions of the Administrative Agent (acting in accordance with section 10.2 of the Facilities Agreement and each Chargor and any such amendment or waiver will be binding on all Parties.

**29. TACKING**

Each Lender must perform its obligation under the Loan Documents including any obligations to make available further advances.

**30. COUNTERPARTS**

This Deed 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 Deed.

**31. GOVERNING LAW**

This Deed, and any non-contractual obligations arising from this Deed are governed by and shall be construed in accordance with English law.

**32. JURISDICTION**

**32.1** Jurisdiction of English courts

32.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed, or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

32.1.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

**32.2** This clause 32 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**EXECUTION**

**IN WITNESS WHEREOF** this Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

**SCHEDULE 1  
THE CHARGORS**

<b>NAME OF COMPANY</b>	<b>REGISTERED NUMBER</b>	<b>REGISTERED ADDRESS</b>
Reservoir/Reverb Music Limited	02575417	Reverb House, Bennett Street, London, England, W4 2AH
Blue Raincoat Music Limited	05075712	Charles House, 5-11 Regent Street, London, England, SW1Y 4LR
Chrysalis Records Limited	00938986	Charles House, 5-11 Regent Street, London, SW1Y 4LR

## SCHEDULE 2

### REPRESENTATIONS AND WARRANTIES

Each Chargor represents and warrants to the Security Agent and to each Secured Party that:

**1. No Security**

The Charged Property over which that Chargor grants security is, or when acquired will be, beneficially owned by that Chargor free from any Lien other than:

- 1.1 as created by this Deed; and
- 1.2 as permitted by the Loan Documents.

**2. Obligations, legal, valid and binding**

This Deed is its legal, valid and binding obligation and, is enforceable against it in accordance with its terms.

**3. Ownership**

It is the sole legal and beneficial owner of all the Charged Property (except as permitted by or contemplated by the Loan Documents) over which it grants security (other than any Intellectual Property).

**4. Investments**

The Specified Investments over which it grants security are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right other than as permitted by the Loan Documents.

**5. Intellectual Property**

6. As at the date of this Deed or, if later, the date it became a Party, all of: (i) the Material Copyrights owned by it in its own name; and (ii) any other Intellectual Property capable of registration owned by it in its own name which is material to its business, are identified in schedule 6.

**7. Times for Making Representations and Warranties**

- 7.1 The representations and warranties set out in this Deed are made by each Chargor on the date of this Deed and are deemed to be repeated thereafter on the date of any Borrowing.
- 7.2 When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition.



## SCHEDULE 3 COVENANTS

### Part 1 – (General covenants)

#### 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 Investments other than as expressly permitted under the Loan Documents.

#### 2. **NO DISPOSALS**

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 except as expressly permitted by the Facilities Agreement or any other Loan Document.

#### 3. **PRESERVATION OF SECURITY**

No Chargor shall do anything which might materially jeopardise or prejudice the effectiveness of the security created by this Deed except as expressly permitted by the Loan Documents.

### Part 2– Book Debts

Each Chargor shall, at the request of the Security Agent at any time while the security constituted or purported to be constituted by this Deed is enforceable pursuant to clause 9.1, execute a legal assignment of the Book Debts to the Security Agent in such terms as the Security Agent may reasonably require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

### Part 3– Investment covenants

#### 1. **TITLE DOCUMENTS AND REGISTRATIONS**

1.1 Each Chargor shall, on the date of this Deed and promptly after acquiring howsoever any Investments which are shares after the date of this Deed, deliver (or procure that there are delivered) to the Security Agent (or a nominee specified by the Security Agent acting on its behalf) all share certificates or other documents of title to or representing such Investments, together with (in each case in form and substance satisfactory to the Security Agent, acting reasonably):

- (a) if any of the Investments is not in its sole name, a declaration of trust in respect of those Investments in its favour duly executed by each Person other than that Chargor in whose name those Investments are registered or held;
- (b) any instrument of transfer or assignment of such Investments specified by the Security Agent duly executed by each Person in whose name any of those Investments are registered or held (with the name of the transferee or assignee, the consideration and the date left blank); and
- (c) any other Instrument, other document or thing which the Security Agent may specify to perfect or improve its security over that Chargor's Investments,

in each case, only to the extent that the relevant Chargor is able, using commercially reasonable endeavours, to procure that such Person(s) make such declaration of trust or provide such

instrument of transfer or assignment and, in each case, only to the extent not already in the Security Agent's possession or control.

- 1.2 The Security Agent shall be entitled to hold or retain (or have its nominee hold or retain) all items delivered pursuant to paragraph 1.1.
- 1.3 The Security Agent may, while the security is enforceable pursuant to clause 9.1, at any time have any of the Investments registered in its name or in the name of a nominee specified by it acting on its behalf.

## **2. WAIVERS OF PRE-EMPTION RIGHTS**

The Chargors shall from time to time enter into waivers in a form satisfactory to the Security Agent of all pre-emption rights and restrictions in the Articles of Association of each Issuer from time to time or otherwise which may in any respect restrict or adversely vary or affect the exercise of any rights which may arise in connection with the enforcement of this security or the transfer of the relevant Investments to the Security Agent or such other person as the Security Agent may so direct.

## **3. NO SHARE ISSUES, ETC.**

Unless otherwise permitted by the Loan Documents, each Chargor shall ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it) that no Issuer will, without the prior consent of the Security Agent:

- 3.1 issue or allot (or agree to issue or allot) any shares or other securities or enter (or agree to enter) into or permit any agreement or other arrangement to make, or entitle any person to call for, an issue or allotment of that Issuer's shares or other securities;
- 3.2 in any way modify (or agree to modify) the rights attached to any of the shares in its issued share capital;
- 3.3 increase, consolidate, sub-divide or reduce its share capital (or agree to do any of the same);
- 3.4 alter (or agree to alter) its memorandum or articles of association;
- 3.5 purchase its own shares or reduce its share capital (or agree to do any of the same); or
- 3.6 refuse to register any transfer of any of its shares which may be lodged for registration by or on behalf of the Security Agent or a Chargor in accordance with this Deed.

## **4. CALLS AND NOTICES**

- 4.1 The relevant Chargor shall duly and punctually pay (or ensure that its nominee pays) all calls, instalments or other payments which may be made or become due in respect of the Investments as and when the same become due from time to time.
- 4.2 If a Chargor fails to pay any of the sums referred to in paragraph 4.1 when the same are due and payable, the Security Agent may, at its discretion but without obligation, make such payments on behalf of the relevant Chargor.
- 4.3 Any sum paid by the Security Agent on behalf of a Chargor under paragraph 4.2:
  - (a) shall be reimbursed by that Chargor promptly on request;

- (b) is, pending reimbursement, secured by this Deed and may be debited to any account of the relevant Chargor as the Security Agent deems fit; and
- (c) shall bear interest on a daily basis from the due date up to the date of actual payment (both before and after judgment), at the rate and on the terms from time to time applicable under the relevant Instrument (or, in the absence of an applicable rate and applicable terms, to be calculated and paid under the terms of the Facilities Agreement as if it were a sum due and payable by unpaid by the relevant Chargor under the Loan Documents).

#### **Part 4— Intellectual Property covenants**

##### **1. TRADEMARKS**

Such Chargor (either itself or through licensees) will, except with respect to any Trademark that such Chargor shall reasonably determine is immaterial:

- (a) maintain as in the past the quality of services offered under such Trademark;
- (b) maintain such Trademark in full force and effect, free from any claim of abandonment for non-use;
- (c) employ such Trademark with the appropriate notice of registration;
- (d) not adopt or use any mark which is confusingly similar or a colourable imitation of such Trademark unless the Administrative Agent, for the rateable benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement; and
- (e) not (and not knowingly permit any licensee or sublicensee thereof to) knowingly do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

##### **2. ABANDONMENT OR DEDICATION**

Such Chargor will not, except with respect to any Patent or Copyright that such Chargor shall reasonably determine is immaterial, do any act, or omit to do any act, whereby any Patent or Copyright may become abandoned or dedicated.

##### **3. APPLICATIONS OR REGISTRATIONS OF INTELLECTUAL PROPERTY RIGHTS**

- 3.1 Such Chargor will promptly notify the Administrative Agent if it knows that any application or registration relating to any Intellectual Property capable of being registered at the UK Intellectual Property Office may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United Kingdom Intellectual Property Office or any court or tribunal in any country) regarding such Chargor's ownership of such Intellectual Property or its right to register the same or to keep and maintain the same.
- 3.2 Whenever a Chargor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property capable of registration at the UK Intellectual Property Office or any similar office or agency in any other country, such Chargor shall report such filing to the Administrative Agent within fifteen (15) Business Days after the last day of the fiscal quarter in which such filing occurs (or such other period as may be reasonably acceptable to the Administrative Agent). Upon request of the Administrative Agent, such Chargor shall execute and deliver any agreements, instruments, documents, and

papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the other Secured Parties' security interest in any Patent or Trademark of such Chargor.

**4. MAINTENANCE OF INTELLECTUAL PROPERTY**

- 4.1 Each Chargor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United Kingdom Intellectual Property Office, or any similar office or agency in any other country or any political subdivision thereof and including filing of applications for renewal, affidavits of use and affidavits of incontestability, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Intellectual Property capable of registration at the United Kingdom Intellectual Property Office.

**5. INFRINGEMENT OF INTELLECTUAL PROPERTY**

- 5.1 In the event that any Chargor obtains knowledge that any Material Copyright, Patent or Trademark included in the Charged Property is infringed, misappropriated or diluted by a third party, such Chargor shall promptly notify the Administrative Agent after it learns thereof and shall, unless inconsistent with such Chargor's usual business practice, promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as such Chargor shall reasonably deem appropriate under the circumstances to protect such Material Copyright, Patent or Trademark.

**6. EVENTS OF DEFAULT**


- 6.1 Upon and during the continuance of an Event of Default no Chargor shall abandon or otherwise permit any Material Copyright, Patent or Trademark to become invalid.

**SCHEDULE 4**  
**MATERIAL AGREEMENTS**

*None as at the date of this Deed*

**SCHEDULE 5**  
**ACCOUNTS**

<b>Account Holder</b>	<b>Account Name</b>	<b>Account Number</b>	<b>Name/Address of Bank</b>
Reservoir/Reverb Music Limited	Reservoir/Reverb Music Limited	██████████	HSBC Bank UK 60 Queen Victoria Street London EC4N 4TR Tel 03455 851028
Blue Raincoat Music Limited	Business Current Account	██████████	Barclays Bank 27 Soho Square London W1D 3QR Tel 0345 734 5345
Blue Raincoat Music Limited	Business Deposit Account	██████████	Barclays Bank 27 Soho Square London W1D 3QR Tel 0345 734 5345
Blue Raincoat Music Limited	Business Euro Account	██████████	Barclays Bank 27 Soho Square London W1D 3QR Tel 0345 734 5345
Blue Raincoat Music Limited	Barclays Currency Account	██████████	Barclays Bank 27 Soho Square London W1D 3QR Tel 0345 734 5345
Chrysalis Records Limited	Business Current Account	██████████	Barclays Bank 27 Soho Square London W1D 3QR Tel 0345 734 5345
Chrysalis Records Limited	Business Deposit Account	██████████	Barclays Bank 27 Soho Square London W1D 3QR Tel 0345 734 5345
Chrysalis Records Limited	Business Euro Account	██████████	Barclays Bank 27 Soho Square London W1D 3QR Tel 0345 734 5345

Chrysalis Records Limited	Barclays Currency Account		Barclays Bank 27 Soho Square London W1D 3QR Tel 0345 734 5345
------------------------------	------------------------------	--	---

**SCHEDULE 6**  
**INTELLECTUAL PROPERTY**



Rank	Song Title	Composer(s) / Artist(s)	% Control	Owned / Admin	Publishing / Record	Copyright No.	Copyright Country	Copyright Date
3	Nothing Compares 2 U	Sinead O'Connor	100	Owned	Record		UK	
8	Always Something There To Remind Me	Naked Eyes	100	Owned	Record		UK	
12	The Whole Of The Moon	The Waterboys	100	Owned	Record		UK	
13	Vienna	Ultravox	100	Owned	Record		UK	
19	LEAN ON	MARTIN BRESSO/William Grigahcine/PHILIP MECKSEPER/THOMAS PENITZ/KAREN ORSTED	25	Owned	Publishing			
22	Make Me Smile (Come Up And See Me)	Steve Harley & Cockney Rebel	100	Owned	Record	PA 1-986-623	UK	7/6/2015
30	Dancing With Myself	Generation X	100	Owned	Record		UK	
33	Impossible	ARNTHOR BIRGISSON/INA WROLDSEN	50	Owned	Publishing	PA 1-962-800	UK	2/19/2009
42	The King Of Wishful Thinking	Go West	100	Owned	Record		UK	
57	A Message To You Rudy	The Specials	100	Owned	Record		UK	
62	Ghost Town	The Specials	100	Owned	Record		UK	
64	Fisherman's Blues	The Waterboys	100	Owned	Record		UK	
66	Dancing With Tears In My Eyes	Ultravox	100	Owned	Record		UK	
74	I'D Love To Change The World	Ten Years After	100	Owned	Record		UK	
89	Symphony	STEVE MAC/ANMAR MALIK/Jack Patterson/INA WROLDSEN	25	Owned	Publishing	PA2110317	UK	2/23/2018
90	ROCKABYE	STEVE MAC/ANMAR MALIK/Jack Patterson/Sean Paul/INA WROLDSEN	20	Owned	Publishing	PA0002075620	UK	3/31/2017
104	The One And Only	Chesney Hawkes	100	Owned	Record		UK	
115	Carnaval De Paris	Dario G	100	Owned	Record		UK	
116	The Studio Albums 1973-1983	Robin Trower	100	Owned	Record		UK	
122	More Specials	The Specials	100	Owned	Record		UK	
124	We Close Our Eyes	Go West	100	Owned	Record		UK	
125	Stumblin' In	Suzi Quatro & Chris Norman	100	Owned	Record		UK	
136	Promises, Promises	Naked Eyes	100	Owned	Record		UK	
143	HOW DEEP IS YOUR LOVE	GAVIN KOOLMON/LUKE MAC/NATHAN DU'VALL/ADAM WILES/INA WROLDSEN	30	Owned	Publishing	PA 1-990-313	UK	5/27/2010
146	Specials	The Specials	100	Owned	Record		UK	
147	If You Can'T Give Me Love	Suzi Quatro	100	Owned	Record		UK	
153	The Complete Studio Albums 1974-1986	UFO	100	Owned	Record		UK	
171	Scooby Snacks	Fun Lovin' Criminals	100	Owned	Record		UK	
173	Isn'T It Time	The Babys	100	Owned	Record		UK	
188	LET ME THINK ABOUT IT	GENC BURHAN/IDA CORR (LIFTED)/CHRISTIAN STAFFELDT (LIFTED)	80	Owned	Publishing	PA 1-927-606	UK	
191	Doctor Doctor	UFO	100	Owned	Record		UK	
203	Sunshine	Dario G	100	Owned	Record		UK	
223	Phenomenon	ROCCO & DOPEMONKEYS	50	Owned	Record		UK	
225	Breathe	Will Clarke/UZOECHE EMENIKE/Fred Gibson/Timucin Lam/INA WROLDSEN	45.75	Owned	Publishing	PA2104393	UK	1/19/2018
227	FLOWERS	MARTIN GREEN/MICHAEL POWELL	100	Owned	Publishing		UK	
233	King Of Wishful Thinking	Go West	100	Owned	Record		UK	
237	The Best Of The Specials	The Specials	100	Owned	Record		UK	
244	This Is The Sea	The Waterboys	100	Owned	Record		UK	
251	We Want Peace	Rico	100	Owned	Record		UK	
252	GOTTA GET THRU THIS	DANIEL BEDINGFIELD	100	Owned	Publishing		UK	
256	The Wild One	Suzi Quatro	100	Owned	Record		UK	
265	Let The Sky Fall	Ten Years After	100	Owned	Record		UK	
266	Work From Home	JOSHUA COLEMAN/Claire Demorest/Alexander Izquierdo/DALLAS KOEHLKE/Brian Lee/DANIEL BEDINGFIELD/Tyrone Griffin Jr.	25	Owned	Publishing		UK	
285	Can The Can	Suzi Quatro	100	Owned	Record		UK	
290	Legend: The Best Of	Suzi Quatro	100	Owned	Record		UK	
309	Too Much Too Young	The Specials	100	Owned	Record		UK	
317	The Specials	The Specials	100	Owned	Record		UK	
320	I PROMISED MYSELF	NICK KAMEN (AD)	100	Owned	Publishing	PA 1-965-650	UK	
326	Gangsters	The Specials	100	Owned	Record		UK	
338	Call Me	Go West	100	Owned	Record		UK	
340	The Man Who Sold The World	Midge Ure	100	Owned	Record		UK	
350	Silent Night	Sinead O'Connor	100	Owned	Record		UK	
356	Wires	Athlete	100	Owned	Record		UK	
360	Our Lips Are Sealed	Fun Boy Three	100	Owned	Record		UK	
362	Lights Out	UFO	100	Owned	Record		UK	
368	I Want That Man	Deborah Harry	100	Owned	Record		UK	
369	STRONGEST	ARNTHOR BIRGISSON/Bard Bonsaksen/INA WROLDSEN	45	Owned	Publishing		UK	
374	1992: The Love Album	Carter The Unstoppable Sex Machine	100	Owned	Record		UK	
375	I Do Not Want What I Haven'T Got	Sinead O'Connor	100	Owned	Record		UK	
384	Bridge Of Sighs	Robin Trower	100	Owned	Record		UK	
390	MAD LOVE	RAOUL CHEN/Jack Patterson/Sean Paul/DAVID GUETTA/ SHAKIRA/ SQAKEY/GIORGIO TUINFORT/EMILY WARREN/INA WROLDSEN	20	Owned	Publishing		UK	
433	Every Time I Think Of You	The Babys	100	Owned	Record		UK	
439	19	Paul Hardcastle	100	Owned	Record		UK	
445	All Apologies	Sinead O'Connor	100	Owned	Record		UK	
447	She'S In Love With You	Suzi Quatro	100	Owned	Record		UK	
454	Nothing Compares 2 U	Sinead O'Connor	100	Owned	Record		UK	
455	Born To Run	Suzi Quatro	100	Owned	Record		UK	
458	Obsessed	Edvinas Pechovskis/EDVARD ERFJORD/INA WROLDSEN	45	Owned	Publishing		UK	
459	YOU MAKE ME FEEL THAT...	STEVE MAC/INA WROLDSEN	50	Owned	Publishing		UK	
461	Troy	Sinead O'Connor	100	Owned	Record		UK	
469	Rock Bottom	UFO	100	Owned	Record		UK	
471	Monkey Man	The Specials	100	Owned	Record		UK	
481	PLACES	MICHAEL CALFAN/MARTIN SOLVEIG/INA WROLDSEN	45	Owned	Publishing		UK	
485	The Hippy Hippy Shake	The Swinging Blue Jeans	100	Owned	Record		UK	
489	Do The Dog	The Specials	100	Owned	Record		UK	
491	Too Much Pressure	The Selecter	100	Owned	Record		UK	
502	Little Bitch	The Specials	100	Owned	Record		UK	
505	The Fun Lovin' Criminal	Fun Lovin' Criminals	100	Owned	Record		UK	
511	HOLD MY HAND	JESSICA GLYNNE/JACK ROBERT PATTERSON/JANEE BENNETT/INA WROLDSEN	8	Owned	Publishing		UK	
514	Mandinka	Sinead O'Connor	100	Owned	Record	PA 1-997-349	UK	6/14/2013
528	MAN DOWN	Robyn Fenty/SHAMA JOSEPH/SHONTELLE LAYNE/THERON THOMAS/TIMOTHY THOMAS	40	Owned	Publishing		UK	
540	If I Was	Midge Ure	100	Owned	Record		UK	
541	Rat Race	The Specials	100	Owned	Record		UK	
542	Devil Gate Drive	Suzi Quatro	100	Owned	Record		UK	
545	Missing	Everything But The Girl	100	Owned	Record		UK	
555	What Do I Do	Phil Fearon & Galaxy	100	Owned	Record		UK	
557	Don'T Shed A Tear	Paul Carrack	100	Owned	Record		UK	
563	AMERICA'S GOT TALENT THEME	JOS JORGENSEN/ANDREW LOVE	50	Owned	Publishing	PA 1-928-295	UK	

580	The Emperor's New Clothes	Sinéad O'Connor	100	Owned	Record	UK
586	How Long Will I Love You	The Waterboys	100	Owned	Record	UK
599	ALARM	STEVE MAC/ANNE-MARIE NICHOLSON/WAYNE HECTOR/INA WROLDSEN	30	Owned	Publishing	
612	On My Radio	The Selecter	100	Owned	Record	UK
624	Sebastian	Cockney Rebel	100	Owned	Record	UK
637	Back On My Feet Again	The Babys	100	Owned	Record	UK
642	The Collection	Ultravox	100	Owned	Record	UK
643	Live At The Fillmore East 1970	Ten Years After	100	Owned	Record	UK
645	Hymn	Ultravox	100	Owned	Record	UK
665	I'M Going Home	Ten Years After	100	Owned	Record	UK
668	Living In A Box	Living In A Box	100	Owned	Record	UK
671	Gaudete	Steeleye Span	100	Owned	Record	UK
673	WHEN THE BEAT DROPS OUT	Jamie Hartman/MARLON ROUDETTE	50	Owned	Publishing	PA 1-915-695
674	Day Of The Eagle	Robin Trower	100	Owned	Record	UK
677	Loch Lomond	Runrig	100	Owned	Record	UK
679	Too Hot To Handle	UFO	100	Owned	Record	UK
686	Stepping Down The Glory Years (The Albums 1987-96)	Runrig	100	Owned	Record	UK
690	Reap The Wild Wind	Ultravox	100	Owned	Record	UK
707	The Best Of 2 Tone	The Selecter	100	Owned	Record	UK
709	Will The Last Man Standing (Turn Out The Light): The Best	UFO	100	Owned	Record	UK
712	It's A Shame (My Sister)	Monie Love	100	Owned	Record	UK
720	Fisherman's Box: The Complete Fisherman's Blues Session	The Waterboys	100	Owned	Record	UK
726	Fuzzy	Grant Lee Buffalo	100	Owned	Record	UK
734	The Tears Of A Clown	The Beat	100	Owned	Record	UK
737	Lament	Ultravox	100	Owned	Record	UK
741	I Lost My Head: The Chrysalis Years 1975-1980	Gentle Giant	100	Owned	Record	UK
746	At The Bbc (1974-1985)	UFO	50	Owned	Record	UK
754	Long Distance: The Best Of Runrig	Runrig	50	Owned	Record	UK
762	Too Rolling Stoned	Robin Trower	100	Owned	Record	UK
780	Nelson Mandela	The Special AKA	100	Owned	Record	UK
791	When You Walk In The Room	Paul Carrack	100	Owned	Record	UK
800	Last Day Of Our Acquaintance	Sinéad O'Connor	100	Owned	Record	UK
808	Strangers In The Night (Live)	UFO	100	Owned	Record	UK
810	Recorded Live	Ten Years After	100	Owned	Record	UK
819	A Man Is In Love	The Waterboys	100	Owned	Record	UK
824	Frankie Miller...That's Who!:The Complete Chrysalis Record	Frankie Miller	100	Owned	Record	UK
835	BRITAIN'S GOT TALENT	JORGENSEN JOS/ANDREW LOVE	50	Owned	Publishing	PA 1-928-289
846	Chances	Athlete	100	Owned	Record	UK
847	Extended	Ultravox	100	Owned	Record	UK
850	And A Bang On The Ear	The Waterboys	100	Owned	Record	UK
859	Armed And Ready	Michael Schenker	100	Owned	Record	UK
861	IMPOSSIBLE (SPANISH VERSION)	ARNTHOR BIRGISSON/LUIGI GIRALDO/FRANCISCO BAUTISTA/INA WROLDSEN	41.67	Owned	Publishing	
866	48 Crash	Suzi Quatro	100	Owned	Record	UK
876	Darlin'	Frankie Miller	100	Owned	Record	UK
880	Room To Room	The Waterboys	100	Owned	Record	UK
881	Return To Eden: Live At The Roundhouse	Ultravox	100	Owned	Record	UK
895	Friday Night, Saturday Morning	The Specials	100	Owned	Record	UK
899	STOP THE ROCK	NORMAN FISHER-JONES/TREVOR GRAY/HOWARD GRAY/IAN HOXLEY	100	Owned	Publishing	
900	Thinking About Your Love	Kenny Thomas	100	Owned	Record	UK
903	Love To Love	UFO	100	Owned	Record	UK
916	Dancing Tight	Phil Fearon & Galaxy	100	Owned	Record	UK
918	Do Nothing	The Specials	100	Owned	Record	UK
932	FAVELA	EDVARD ERFJORD/INA WROLDSEN	50	Owned	Publishing	
934	Respect	Adeva	100	Owned	Record	UK
951	A Girl Called Johnny	The Waterboys	100	Owned	Record	UK
954	Generation X	Generation X	100	Owned	Record	UK
956	Don'T Cry For Me Argentina	Sinéad O'Connor	100	Owned	Record	UK
957	NO PROMISES	JONAS SCHRODER/LUCAS SIEBER	100	Owned	Publishing	PA 1-962-005
963	The Very Best Of Suzi Quatro	Suzi Quatro	100	Owned	Record	UK
965	You'Re Wondering Now	The Specials	100	Owned	Record	UK
967	You Made Me The Thief Of Your Heart	Sinéad O'Connor	100	Owned	Record	UK
975	Like That	FLEUR EAST/BEN EPSTEIN/JANEE BENNETT/FRASER SMITH/ASHLEY SOAN/INA WROLDSEN	26.5	Owned	Publishing	
980	A Pagan Place	The Waterboys	100	Owned	Record	UK
999	Black Boys On Mopeds	Sinéad O'Connor	100	Owned	Record	UK
1006	Room In Your Heart	Living In A Box	100	Owned	Record	UK
1015	All Around My Hat	Steeleye Span	100	Owned	Record	UK
1019	Concrete Jungle	The Specials	100	Owned	Record	UK
1032	Make Me Smile (Come Up And See Me) (2014 Remastered	Steve Harley & Cockney Rebel	100	Owned	Record	UK
1037	MOVE TOGETHER	Jamie Hartman/JAMES BAY	50	Owned	Publishing	PA 1-982-517
1043	So Far - The Best Of Sinéad O'Connor	Sinéad O'Connor	100	Owned	Record	UK
1056	Ready Steady Go	Generation X	100	Owned	Record	UK
1067	Sweet Thing	The Waterboys	100	Owned	Record	UK
1075	HUMAN	NIRE ALLDAI/Jamie Hartman/THOR NORGGAARD/MADS WINTHER-MOLLER	25	Owned	Publishing	
1081	UPSIDE DOWN (SINGLE VERSION)	PALOMA FAITH/BELLE HUMBLE/JOS JORGENSEN/ANDREW LOVE	47.5	Owned	Publishing	
1086	The Best Of The Waterboys (1981-1990)	The Waterboys	100	Owned	Record	UK
1087	Cleveland Rocks	Ian Hunter	100	Owned	Record	UK
1100	EMPIRE	STEVE MAC/INA WROLDSEN	50	Owned	Publishing	PA 1-923-616
1155	Belladonna	UFO	100	Owned	Record	UK
1157	THEN	STEVE MAC/ANNE-MARIE NICHOLSON/INA WROLDSEN	45	Owned	Publishing	
1170	The Singles	The Specials	100	Owned	Record	UK
1181	Rage In Eden	Ultravox	100	Owned	Record	UK
1191	The Voice	Ultravox	100	Owned	Record	UK
1193	PAS/LDA	NICK BENNETT/PATRICK COLE/Isabel Fructuoso	66.66	Owned	Publishing	
1195	Couldn'T Get It Right	Fun Lovin' Criminals	100	Owned	Record	UK
1198	A Space In Time	Ten Years After	100	Owned	Record	UK
1201	Wonderful Life	Black Box Recorder	100	Owned	Record	UK
1204	Amigo	Black Slate	100	Owned	Record	UK
1207	It Ain'T What You Do It'S The Way That You Do It	Fun Boy Three	100	Owned	Record	UK
1209	Higher	ARNTHOR BIRGISSON/INA WROLDSEN	50	Owned	Publishing	
1215	Head First	The Babys	100	Owned	Record	UK
1227	THE CREEPS	CAMILLE JONES (LIFTED - 50% RATE)	100	Owned	Publishing	PA 1-927-608
1229	Dancing with Myself	Generation X	100	Owned	Record	UK
1242	Anthology	The Babys	100	Owned	Record	UK
1243	I'M Going Home	Ten Years After	100	Owned	Record	UK
1251	History Never Repeats	Split Enz	100	Owned	Record	UK

**SCHEDULE 7**  
**SPECIFIED INVESTMENTS**

<b>Company</b>	<b>Number of Shares</b>	<b>Class of Shares</b>
Chrysalis Records Limited	13101000	Ordinary
Ensign Records Limited	80	A Ordinary Shares
Ensign Records Limited	20	B Ordinary Shares

**SCHEDULE 8**  
**NOTICE OF ASSIGNMENT OF INSURANCE POLICIES**

**Part 1 – Form of Notice of Assignment to insurers**

*[On Chargor's headed notepaper]*

To:

[DATE]

Dear Sirs

**Policy number**

We give notice that, under a Deed dated [●] (the "**Deed**") and entered into by us in favour of [●] (as Security Agent, as defined in the Deed), we have assigned, by way of security, all our rights in 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) to pay all monies payable by you to us under the Policy, including the proceeds of all claims, to such bank account as the Security Agent may from time to time specify in writing while the security constituted by the Deed is enforceable;
- (b) all of the powers, discretions, remedies and other rights which would, but for the Deed, be vested in us under and in respect of the Policy are, which the security constituted by the Deed is enforceable, exercisable by the Security 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 Security Agent 's prior written consent; and
  - (ii) you are authorised to disclose any information in relation to the Policy to the Security Agent at the Security 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 Security Agent, at [●] marked for the attention of [●].

This letter and any non-contractual obligations are 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:

**Part 2 – Form of acknowledgement from insurers**

*[On insurer's headed notepaper]*

To: ***[Security Agent]***

[DATE]

Dear Sirs

**Policy number**

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

We confirm that:

- (a) we consent to the assignment of the Policy; and
- (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, the rights of the Chargor under or in respect of the Policy;

This letter and any non-contractual obligations shall be governed by and construed in accordance with English law.

Yours faithfully

.....

***[Name of insurer]***

**By: *[name of signatory]***

**SCHEDULE 9**  
**NOTICE OF ASSIGNMENT OF ASSIGNED AGREEMENT**

**Part 1 – Form of Notice of Assignment to counterparty**

*[On Chargor's headed notepaper]*

To: ***[Name and address of counterparty]***

[DATE]

Dear Sirs

**[Name and date of Assigned Agreement]**

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

We give notice that, under a Deed dated [●] (the "**Deed**") and entered into by us in favour of [●] (as Security Agent, as defined in the Deed), we have assigned, by way of security, all our rights under the Agreement including the right to receive any payments due under the Agreement.

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 Agreement;
- (b) we irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary) to pay any monies payable by you to us under the Agreement to such bank account as the Security Agent may from time to time specify in writing;
- (c) all of the powers, discretions, remedies and other rights which would, but for the Deed, be vested in us under and in respect of the Agreement are, while the security constituted by the Deed is enforceable, exercisable by the Security Agent;
- (d) 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 Security Agent 's prior written consent; and
  - (ii) you are authorised to disclose any information in relation to the Agreement to the Security Agent at the Security 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 Security Agent, at [●] marked for the attention of [●].

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

***[Name of Chargor]***

**By: *[name of signatory]***



**Part 2 – Form of acknowledgement from counterparties**

*[On relevant counterparty's headed notepaper]*

To: **Security Agent**

[DATE]

Dear Sirs

**[Name and date of Assigned Agreement]**

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

We confirm that:

- (a) we consent to the assignment of the Agreement; and
- (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, the rights of the Chargor under or in respect of the Agreement;

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

***[Name of counterparty]***

**By: *[name of signatory]***

**SCHEDULE 10**  
**NOTICE OF ASSIGNMENT OF ACCOUNTS**

**Part 1 – Form of Notice of Assignment to third party bank**

*[On Chargor's headed notepaper]*

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

[DATE]

Dear Sirs

**Re: Account number [●] (the "Account")**

We refer to the Account opened by us with you and hereby give notice that, under a Deed dated [●] (the "**Deed**") and entered into by us in favour of [●] (as Security Agent, as defined in the Deed), we have assigned, by way of security, all our rights in 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) credit to the Account all interest from time to time earned on the sums of money held in the Account;
- (b) to disclose to the Security 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 Security Agent may, at any time and from time to time, reasonably request;
- (c) while the security constituted by the Deed is enforceable, on receipt by you of any written instruction from the Security Agent, 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
- (d) while the security constituted by the Deed is enforceable, 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 Security 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).
- (e) We agree that none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent 's prior written consent.

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 [Security Agent at [●] marked for the attention of [●]].

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

***[Name of Chargor]***

**By: *[name of signatory]***

**Part 2 – Form of acknowledgement from third party bank***[On relevant bank's headed notepaper]*To: **Security Agent**

[DATE]

Dear Sirs

**Account number [●] (the "Account")**

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

We confirm that:

- (a) we consent to the assignment of the Account;
- (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, the rights of the Chargor under or in respect of the Account or the Balances; and
- (c) we undertake that, on our becoming aware at any time that any person other than the Security 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 give written notice of that to the Security Agent.

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

***[Name of third party bank]******By: [name of signatory]***

**SCHEDULE 11**  
**NOTICE OF CHARGE OF ACCOUNTS**

**Part 1 – Form of Notice of Charge to third party bank**

*[On Chargor's headed notepaper]*

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

[DATE]

Dear Sirs

**Re: Account number [●] (the "Account")**

We refer to the Account opened by us with you and hereby give notice that, under a Deed dated [●] (the "**Deed**") and entered into by us in favour of [●] (as Security Agent, as defined in the Deed), we have charged, by way of security, all our rights in 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) credit to the Account all interest from time to time earned on the sums of money held in the Account;
- (b) to disclose to the Security 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 Security Agent may, at any time and from time to time, reasonably request;
- (c) while the security constituted by the Deed is enforceable, on receipt by you of any written instruction from the Security Agent, 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
- (d) while the security constituted by the Deed is enforceable, 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 Security 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).
- (e) We agree that none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent 's prior written consent.

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 [Security Agent at [●] marked for the attention of [●]].

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

***[Name of Chargor]***

**By: *[name of signatory]***

**Part 2 – Form of acknowledgement from third party bank***[On relevant bank's headed notepaper]*To: **Security Agent**

[DATE]

Dear Sirs

**Account number [●] (the "Account")**

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

We confirm that:

- (a) we consent to the charge of the Account;
- (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, the rights of the Chargor under or in respect of the Account or the Balances; and
- (c) we undertake that, on our becoming aware at any time that any person other than the Security 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 give written notice of that to the Security Agent.

This letter and any non-contractual obligations are governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

***[Name of third party bank]******By: [name of signatory]***

## SCHEDULE 12 SECURITY AGENT PROVISIONS

### Part 1 – Supplementary Security Provisions

In this schedule any reference to the Security Agent's rights is a reference to the rights, powers, authorities, discretions, privileges and immunities (a) which gratuitous agents have or may have in England; and (b) which (by way of supplement to the Trustee Act 1925 and the Trustee Act 2000), are set out below:

**"Security Assets"** means all rights, interests, benefits and other property which are or are intended to be the subject of the security herein including without limitation:

- (a) any rights, interests or other property and the proceeds thereof from time to time assigned, transferred, mortgaged, charged, or pledged to or otherwise vested in the Security Agent under, pursuant to or in connection with this Deed;
- (b) any representation, obligation, covenant, warranty or other contractual provision in favour of the Security Agent (other than any made or granted solely for its own benefit) made or granted in or pursuant to this Deed;
- (c) any sum which is received or recovered by the Security Agent under, pursuant to or in connection with this Deed or the exercise of any of the Security Agent's powers under or in connection therewith and which is held by the Security Agent upon trust on the terms of this Deed; or
- (d) all income and other sums at any time received or receivable by the Security Agent in respect of the Charged Property (or any part thereof) and any Guarantee.

1. The Security Agent may (without any responsibility for any resulting loss) rely on:
  - 1.1 any communication, certificate, legal opinion or other document believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper Person;
  - 1.2 any statement made by a director, officer, partner or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify;
  - 1.3 a certificate signed by any one or more Persons which, or each of which, is believed by it to be a director or other duly authorised officer of the relevant party to the effect that any particular dealing, transaction, step or thing is, in the opinion of the Person so certifying, suitable or expedient or as to any other fact or matter upon which the Security Agent may require to be satisfied and shall not be responsible for any loss that may be occasioned by its relying on any such certificate.
2. The Security Agent may obtain and pay for such legal or other expert advice or services as it may reasonably consider necessary or desirable. The Security Agent will not be liable to anyone where it has acted in good faith on the opinion or advice of or any information obtained from any lawyer, accountant, architect, engineer, surveyor, broker, consultant, valuer or other expert (including any auditor), whether obtained by the Security Agent or otherwise whether or not the expert's Liability in respect thereof is limited by a monetary cap or otherwise.
3. Any opinion, advice or information on which the Security Agent relies or intends to rely may be sent or communicated by letter, telex message, facsimile transmission, telephone or any other



means. The Security Agent shall not be liable for acting on any opinion, advice or information which is so conveyed, even if the opinion, advice or information contains some error or is not authentic.

4. The Security Agent may retain for its own benefit, without Liability to account to any other person, any fee or other sum received by it for its own account.
5. The Security Agent may accept deposits from, lend money to or provide advisory or other services to or engage in any kind of banking or other business with any party or a subsidiary or associated company of any of them and may do so without any obligation to account to or disclose any such arrangements to any person.
6. The Security Agent may exercise any of its rights, powers and discretions and perform any of its obligations under this Deed or any of the Loan Documents through its employees or through paid or unpaid agents, which may be corporations, partnerships or individuals (whether or not lawyers or other professional Persons), and shall not be responsible for any misconduct or omission on the part of, or be bound to supervise the proceedings or acts of, any such employee or agent. Any such agent which is engaged in any profession or business shall be entitled to charge and be paid all reasonable fees, expenses and other charges for its services.
7. The Security Agent may at any time and from time to time delegate, whether by power of attorney or otherwise, to any persons all or any of its rights, powers and discretions and the rights, powers and discretions which are for the time being exercisable by the Security Agent under any of this Deed. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate with the consent of the Security Agent) as the Security Agent may think fit. The Security Agent shall not be in any way liable or responsible to any Party or any other person for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.
8. Nothing in this Deed shall limit the ability of the Security Agent to exercise any rights, powers and discretions it may have in its capacity as a Secured Party.
9. The Security Agent may refrain from doing anything which would or might in its reasonable opinion be contrary to any law of any applicable jurisdiction or any applicable directive or regulation of any agency of any applicable state or which would or might otherwise render it liable to any person and may do anything which is, in its absolute discretion, necessary to comply with any such applicable law, directive or regulation.
10. The Security Agent shall not be liable for any omission or defect in, or any failure to preserve or perfect any or all of the security including, without limitation, any failure:
  - 10.1 to obtain any licence, consent or other authority required for the execution, delivery, validity, legality, adequacy, performance, enforceability or admissibility in evidence of this Deed;
  - 10.2 to register or submit for registration this Deed or other document or any security created thereby, or to file or caused to be entered any notice, caution or other entry, in any applicable register or with any applicable agency or authority;
  - 10.3 to require the deposit with it of any deed or document certifying, evidencing or constituting the title of any Secured Party to any or all of the Security Assets; or
  - 10.4 to require any further assurances in relation to any of the security.
11. The Security Agent may accept without enquiry such evidence of title as any Secured Party may have to any or all of the Charged Property and shall not be liable for any failure or omission

to ascertain or investigate the title of any Secured Party or any other person to any or all of the Security Assets.

12. The Security Agent and every Receiver, delegate, sub-delegate, attorney, agent or other person appointed under this Deed may indemnify itself out of the Charged Property against all proceedings, claims and demands which may be made or taken against it and all costs, charges, damages, expenses and liabilities which it may suffer or incur unless suffered or incurred by reason of its own gross negligence or wilful misconduct.
13. The Security Agent may (without any obligation to insure and at the cost and expense of the relevant Secured Party) place this Deed, any title deeds and other documents certifying, evidencing or constituting the title to any of the Charged Property in any safe deposit, safe or other receptacle selected by the Security Agent or with any bank, financial institution or other company or lawyer or law firm believed by it to be of good repute. The Security Agent may in its absolute discretion make any such arrangements as it thinks fit for allowing any Secured Party or its lawyers or auditors or other advisers access to or possession of any such title deeds and other documents. The Security Agent shall not be responsible for any loss which may result arising out of any such deposit, access or possession.
14. Pending appropriation and distribution under paragraph 13 and without responsibility for any loss or any reduction in return which may result from its so doing, the Security Agent may credit any sum received, recovered or held by it in respect of the Charged Property in such a suspense or other account as the Security Agent thinks fit or invest or place on deposit such sum in the name of or under the control of the Security Agent in any investment for the time being authorised by English law for the investment by agents of trust moneys or with such bank or financial institution (including the Security Agent ) as the Security Agent may think fit. The Security Agent may at any time in its absolute discretion vary, exchange, transfer or transpose any such investments or deposits for or into other such investments or deposits. Any investment made by the Security Agent may, at its discretion, be made or retained in the name of a nominee.
15. The Security Agent shall not be obliged to monitor or enquire as to whether or not a Event of Default has occurred and will not be deemed to have knowledge of the occurrence of an Event of Default unless it has actual knowledge or express notice thereof.
16. Neither the Security Agent nor any of its officers, employees or agents makes, or shall at any time be deemed to make, any representation or warranty (express or implied) as to or be responsible or liable to any person for:
  - 16.1 the adequacy, accuracy or completeness of any representation, warranty, statement or information contained in this Deed or any notice, report or other document, statement or information circulated, delivered or made to any Secured Party whether orally or otherwise and whether before, on or after the date of this Deed;
  - 16.2 the execution, delivery, validity, legality, priority, ranking, adequacy, performance, enforceability or admissibility in evidence of this Deed or any Loan Document or any other document referred to in paragraph 16.1 above or of any security created thereby or any obligations imposed thereby or assumed thereunder; or
  - 16.3 anything done or not done by it or any of them under or in connection with this Deed save in the case of its or their gross negligence or wilful misconduct;
17. Where the disposal of any or all of the Charged Property is permitted under or consented to in accordance with this Deed, the Security Agent shall release such Charged Property from the security to which it is subject, but the Security Agent shall not be required to affect such release

if it determines that such release will materially prejudice the interests of the Secured Parties or any of them.

18. The Security Agent shall not have any duty to ensure that any payment or other financial benefit in respect of any of the Charged Property is duly and punctually paid, received or collected as and when the same becomes due and payable or to procure that the correct amounts (if any) are paid or received or to ensure the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accrued or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on, or in respect of or in substitution for any of the Security Assets.
19. If instructed by the Lenders, the Security Agent shall confer with the Secured Parties and shall exercise its rights, powers and discretions in making of any modification to this Deed which (a) relates to administrative matters or is a technical amendment arising out of a manifest error and (b) would not in the Security Agent's opinion materially prejudice the Secured Parties.
20. The Security Agent as between itself and the other Secured Parties hereto shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Deed and any such determination shall in the absence of manifest error, be conclusive and shall bind the Security Agent and the other Secured Party hereto.
21. Any consent given by the Security Agent for the purposes of this Deed may be given on such terms and subject to such conditions (if any) as the Security Agent may reasonably require.
22. The Security Agent shall not (unless required by law or ordered so to do by a court of competent jurisdiction) be required to (a) disclose to any Secured Party any credit or other information (other than information in the Security Agent's possession specifically concerning this Deed) with respect to the financial condition or affairs of any member of the group or any of their related entities whether coming into its or any of its affiliates possession before or on the entry into this Deed or at any time thereafter or (b) request any certificates or other documents from any member of the group unless specifically requested to do so by a Lender in accordance with this Deed or any of the Loan Documents.
23. Nothing contained in this Deed shall require the Security Agent to expend or risk its own funds or otherwise incur any financial Liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or Liability is not reasonably assured to it.

## **Part 2 – Appointment and Retirement of Security Agent**

1. The Security Agent shall, at any time and for any purpose or reason whatsoever, have power to appoint any person to act either as a new or additional Security Agent, or as co-Security Agent jointly with the Security Agent, with (subject to the provisions of this Deed) such of the Security Agent's Rights (including the right to reasonable remuneration and indemnity), duties and obligations vested in the Security Agent by this Deed or any Security Document as shall be conferred or imposed by the instrument of its appointment.
2. The Security Agent shall have power to remove any such new or additional Security Agent or co-Security Agent for any reason whatsoever.
3. Whenever there shall be more than one Security Agent under this Deed any reference to "Security Agent" shall be construed as a reference to those agents or such of them as the context requires.

4. Whenever there shall be more than two Security Agent s under this Deed, the majority of such Security Agents shall be competent to execute and exercise all the duties, powers, authorities and discretion vested in the Security Agent by this Deed, the Security Documents and general law.

**EXECUTION of the Deed:**

**The Chargors**

EXECUTED as a deed by , )  
Director, duly authorised for and on behalf of  
**RESERVOIR/REVERB MUSIC LIMITED**, in the )  
presence of: )

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

[Redacted]

[Redacted]

*James Heindlmeyer*

[Redacted]

*CFO*

EXECUTED as a deed by , )  
Director, duly authorised for and on behalf of  
**BLUE RAINCOAT MUSIC LIMITED**, in the )  
presence of: )

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

[Redacted]

[Redacted]

*James Heindlmeyer*

[Redacted]

*CFO*

EXECUTED as a deed by , )  
Director, duly authorised for and on behalf of  
**CHRYSLIS RECORDS LIMITED**, in the )  
presence of: )

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

[Redacted]

[Redacted]

*James Heindlmeyer*

[Redacted]

*CFO*

**The Security Agent**

SIGNED by *Brett Ross*, duly authorised  
for and on behalf of **TRUIST BANK** (as  
successor by merger to SunTrust Bank)

