SERVICES AGREEMENT

This Services Agreement, dated as of April 18, 2024 (such agreement as amended, supplemented, modified or waived from time to time, this "*Agreement*"), is entered into by and between CHORUS SPV MEMBER, LLC, a Delaware limited liability company (the "*Company*"), and Redding Ridge Asset Management LLC, a Delaware series limited liability company, as the service provider (as further defined below, and together with its successors and assigns in such capacity, the "*Service Provider*"). Capitalized terms used but not defined in this Agreement shall have the meanings assigned to them or incorporated by reference in the Engagement Letter (as defined below).

RECITALS

WHEREAS, in connection with the transactions contemplated by the Engagement Letter, dated as of April 18, 2024 (as the same may be amended, supplemented or otherwise modified from time to time, the "*Engagement Letter*"), between Alchemy Copyrights, LLC and Apollo Global Funding, LLC, the Company wishes to engage the Service Provider to provide certain non-discretionary services described herein to the Company; and

WHEREAS, the Service Provider has agreed to provide such non-discretionary services described herein upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and the receipt of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows.

Section 1. <u>Definitions</u>. As used in this Agreement (including its exhibits, schedules and annexes), the following terms shall have the meanings set forth in the introductory paragraphs or below.

"Affiliate" shall mean, with respect to any Person, any other Person that either directly or indirectly controls, is controlled by or is under common control with such Person; *provided* that, notwithstanding the foregoing, (i) no Person shall be deemed to be an "Affiliate" of the Company solely by reason of "controlling" or being "controlled by" or "under common control" with any of the foregoing and (ii) the Company shall be deemed not to be an Affiliate of the Service Provider.

"Agreement" shall have the meaning specified in the introductory paragraph hereof.

"Bridge Financing Funding" means the first date of the funding of the Bridge Financing pursuant to the Bridge Financing Documentation (as such term is incorporated by reference in the Engagement Letter).

"Company" shall have the meaning specified in the introductory paragraph hereof.

"Confidential Information" shall have the meaning specified in Section 6.

"Covered Losses" shall mean any and all losses, claims, liabilities, damages, expenses or costs (including any claim, judgment, award, settlement, third-party, documented legal and other professional fees and disbursements, and other related, third-party costs or expenses) incurred by or asserted against any Covered Person, whether or not matured or unmatured or whether or not asserted or brought due to contractual or other restrictions, joint or several.

"Covered Person" shall mean each of the Service Provider, its Affiliates and their respective managers, members, principals, partners, directors, officers, shareholders, employees and agents.

"Credit Agreement" shall mean the credit agreement, bridge financing agreement or other similar agreement pursuant to which the Class A Notes (or loans) and Class B Notes (or loans) will be issued by the Company pursuant to the Bridge Financing.

"Engagement Letter" has the meaning specified in the recitals hereto.

"Fee Schedule" shall have the meaning specified in Section 3.

"Governmental Authority" shall mean (i) any government or quasi-governmental authority or political subdivision thereof, national, state, county, municipal or regional, whether U.S. or non-U.S.; (ii) any agency, regulator, arbitrator, board, body, branch, bureau, commission, corporation, department, master, mediator, panel, referee, system or instrumentality of any such government, political subdivision or other government or quasi-government entity, whether non-U.S. or U.S.; and (iii) any court, whether U.S. or non-U.S.

"Interim Financing Funding" means the first date of the funding of the Interim Financing Arrangement pursuant to the Interim Financing Documentation (as such terms are incorporated by reference in the Engagement Letter).

"Person" shall mean a corporation, an association, a partnership (general or limited), a limited liability company, an exempted company, an exempted limited partnership, a limited liability partnership, a business trust, an organization, an estate, a custodian, a joint venture, a nominee, a proprietorship or any other legal entity, a natural person, a government or political subdivision thereof or a Governmental Authority.

"*Proceedings*" shall have the meaning specified in <u>Section 8(b)</u>.

"Service Provider" shall have the meaning specified in the introductory paragraph hereof.

"Services" shall have the meaning specified in Section 2(a).

"Subsidiary" shall mean, with respect to a Person, a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. *"Transaction"* shall mean the funding of the Acquisition of the Target pursuant to the Bridge Financing and the related transactions contemplated thereby.

"Transaction Fee" shall have the meaning specified in Section 3.

Section 2. <u>Appointment of Service Provider; Limited Scope of Services</u>.

The Company hereby directs the Service Provider to perform limited, non-(a) discretionary services pursuant to the terms of this Agreement, in each case, relating solely to structuring, consulting, optimization and documentational review of the Transaction (including, but not limited to, (i) structuring the Class A Notes (or loans) and Class B Notes (or loans) to be issued pursuant to the Bridge Financing and their terms, including, (A) reviewing provisions of the Credit Agreement and other Transaction documents related to the Credit Agreement, (B) providing advice related to the legal entities to be involved in the structure of the Transaction, (C) providing advice, recommendations and market data with respect to the commercial and economic terms contained in any Transaction documents, (D) making recommendations related to the structuring of the Transaction as shall be requested by the Company from time to time, (E) providing consultation and advice about tests and/or calculations in connection with the Transaction and any Transaction documents, and (F) providing consultation and advice about the underlying collateral and security of the same in the underlying transaction relating to the Transaction, (ii) assisting in any anticipatory ratings process (including, but not limited to, structuring the transaction in such a way that optimizes likelihood of any refinancing or takeout into a rated structure), which may include providing advice, recommendations and assistance with respect to any future engagement with the rating agencies relating to this underlying collateral in connection with new criteria implementation applicable to such refinancing or takeout and (iii) providing ongoing consultation and advice for best practices regarding the Transaction documents and market terms) (collectively clauses (i) through (iii) above together with other related and incidental services requested by the Company and mutually agreed upon by the Service Provider from time to time, the "Services").

(b) The Service Provider's scope of assistance and performance of its duties hereunder is limited to the services specifically provided for in this Agreement. The Service Provider shall have no duties or obligations to the Company unless those duties and obligations are specifically provided for in this Agreement. Notwithstanding anything to the contrary contained herein, the Service Provider shall not have any fiduciary relationship with the Company or any other Person hereunder, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on the part of the Service Provider shall be read into this Agreement or otherwise exist for the Service Provider. In performing its functions and duties hereunder, the Service Provider does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Company or any other Person, nor shall anything herein be construed as making the Company a partner or co-venturer with the Service Provider or any of its Affiliates or clients. The Service Provider shall not be required to take any action that exposes the Service Provider to personal liability or that is contrary to this Agreement or applicable law.

(c) In performing its obligations under this Agreement, the Service Provider may consult and rely in good faith upon, and shall incur no liability for relying upon, (i) any advice

of counsel, accountants or other professional advisers as the Service Provider reasonably deems necessary in its provision of Services, (ii) any notice, request, certificate, consent, statement, instrument, document or other writing reasonably believed by the Service Provider to be genuine or (iii) any statement made to the Service Provider or an authorized Affiliate orally or by telephone and reasonably believed by it to be made by such authorized Person of the Company or an authorized Affiliate. Notwithstanding anything to the contrary contained herein, the Service Provider shall not be obligated or have the authority to, and shall not, make final determinations to cause the Company to (i) acquire, retain, exchange or dispose of the Target or any of the assets of the Target, (ii) modify the terms of the any assets of the Target or (iii) exercise any voting or consent right, agree to any waiver or pursue any remedies in connection with the Target or any assets of the Target. For the avoidance of doubt, the Services are limited in scope and expressly exclude all asset management, investment advisory, asset selection and similar services.

Section 3. <u>Transaction Fee</u>. In contemplation of the Services provided hereunder, the Company shall pay or cause to be paid to the Service Provider the amount set forth on <u>Appendix</u> <u>A</u> attached hereto and made a part hereof (such amount, the "*Transaction Fee*" and such <u>Appendix</u> <u>A</u>, the "*Fee Schedule*"), payable as and when listed on the Fee Schedule, subject to <u>Section 5(b)</u>.

Section 4. <u>Indemnification</u>.

No Covered Person shall be liable, in damages or otherwise, to any member (a) of the Company, or any of its respective members, officers, partners, investors, directors, employees, shareholders, securityholders, Affiliates or Subsidiaries arising from any act or omission performed or omitted to be performed by any Covered Person pursuant to the authority granted by this Agreement, except that the Service Provider shall be so liable to the extent that such Covered Losses arise from the acts or omissions of a Covered Person that constitutes willful misconduct, fraud or gross negligence; provided that, (i) the Service Provider (and any other Covered Person) shall not be liable under this Agreement, in the aggregate, for any amounts that exceed amounts paid to the Service Provider under this Agreement and (ii) in no event shall the Service Provider (or any other Covered Person) be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including lost profits). To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless each Covered Person from and against any and all Covered Losses incurred by or asserted against any Covered Person arising out of, in connection with, or as a result of any acts or omissions or alleged acts or omissions of any Covered Person's or any other Person's activities in connection with the performance of the Services contemplated hereunder or otherwise in connection with its obligations under this Agreement, regardless of whether a Covered Person continues to be a Covered Person at the time any such liability or expense is paid or incurred, except to the extent that such Covered Losses result from acts or omissions of such Covered Person that constitutes willful misconduct, fraud or gross negligence; provided; that, notwithstanding the foregoing, no such indemnity shall be available with respect to any action that is solely an internal dispute among the partners or employees of a Covered Person. The termination of any action, suit, or proceeding by judgment, order, settlement or its equivalent, shall not, in and of itself, create a presumption or otherwise constitute evidence that the Covered Person acted in a manner contrary to that specified in the preceding sentence.

(b) Expenses (including reasonable, documented, outside attorneys' fees and disbursements) incurred in defending any claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative, subject to Section 4(a) shall be advanced by the Company in advance of the final disposition of such claim, demand, action, suit or proceeding upon receipt of an undertaking by or on behalf of the Covered Person to repay such amount if it shall ultimately be determined, by a court of competent jurisdiction, that the Covered Person is not entitled to be indemnified by the Company as authorized hereunder.

(c) The Covered Persons shall not be responsible for the loss of, or damage to, the Company or any of its members, officers, partners, investors, directors, employees, shareholders, securityholders, Affiliates or Subsidiaries or any assets of the Company or any of its respective members, officers, partners, investors, directors, employees, shareholders, securityholders, Affiliates or Subsidiaries if such loss, damage or failure shall be caused by or be directly or indirectly due to war damage, enemy action, the act of any Governmental Authority, investment exchange or brokerage house, or due to any riot, civil commotion, rebellion, fire, lock-out, strike, power failure, computer error or failure, delay, breakdown, failure or malfunction of any external telecommunication or computer service or electronic transmission systems, unavailability of market prices or suspension of dealing on relevant exchanges, or other cause beyond the control of the relevant Covered Person.

Section 5. <u>Term; Survival</u>.

(a) Unless otherwise terminated earlier in accordance with the terms of this <u>Section 5</u>, this Agreement shall remain in full force and effect from the date hereof until the earliest to occur of (i) the payment in full of amounts specified on the Fee Schedule, as and when set forth thereon and in accordance with this Agreement, (ii) the Commitment Termination Date (as such term is incorporated by reference in the Engagement Letter) and (iii) such other later date that may otherwise be mutually agreed upon by the parties hereto in writing; *provided, that*, either party may terminate this Agreement for cause upon written notice to the other party hereto, with immediate effect.

(b) In the event this Agreement is terminated (other than for cause pursuant to $\underline{\text{Section 5}(a)}$), the Company shall make a payment to the Service Provider in an amount equal to all amounts accrued and unpaid under the Fee Schedule as of such date of termination.

(c) This Agreement shall automatically terminate upon the occurrence of the Interim Financing Funding subject to the payment of the Transaction Fee by the Issuer to the Service Provider pursuant to <u>Section 3</u>.

(d) Notwithstanding the termination of this Agreement pursuant to Section 5(a), each of Sections 1, 3, 4, 5(b), 6, 8 and 9 and the Fee Schedule shall survive the termination of this Agreement.

Section 6. <u>Confidentiality</u>. Unless otherwise specified by the party providing such information, the parties hereto agree to keep all information received under or in connection with this Agreement confidential (*"Confidential Information"*) and not disclose such Confidential Information to any third party; *provided* that, (i) any Confidential Information may be disclosed

by either party to its respective Affiliates and respective employees, attorneys, accountants, consultants and advisors who need to know such Confidential Information in furtherance of the purposes of this Agreement; (ii) any Confidential Information may be disclosed if required by applicable law or regulatory proceedings; and (iii) any other disclosure of the Confidential Information may be made with the prior written consent of the party providing such Confidential Information hereunder. The term "Confidential Information" does not include information which (A) is or becomes generally available to the public, (B) was or becomes available to either party on a non-confidential basis from a source other than the Service Provider or the Company or (C) is independently developed by the Service Provider or the Company without reference to or reliance upon any Confidential Information.

Section 7. <u>Amendments</u>. This Agreement may not be modified or amended other than by an agreement in writing executed by each of the parties hereto.

Section 8. <u>Governing Law</u>.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in the State of New York and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(b) The parties hereto irrevocably agree for the benefit of each other that the federal courts in the Southern District of New York are to have exclusive jurisdiction to settle any disputes (whether contractual or non-contractual) which may arise out of or in connection with this Agreement and that accordingly any action arising out of or in connection therewith (together referred to as "*Proceedings*") may be brought in such courts. The parties hereto irrevocably submit to the jurisdiction of such courts and waive any objection which they may have now or hereafter to the laying of the venue of any Proceedings in any such court and any claim that any Proceedings have been brought in an inconvenient forum and further irrevocably agree that a judgment in any Proceedings brought in such courts shall be conclusive and binding upon the parties hereto and may be enforced in the courts of any other jurisdiction.

Section 9. <u>Waiver of Jury Trial</u>. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR ITS ENTERING INTO THIS AGREEMENT.

Section 10. <u>Counterparts; Binding Effect</u>. This Agreement may be executed in any number of counterparts by facsimile or other written form of communication, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. In addition, to the maximum extent permitted by

applicable law, a Person shall become bound in accordance with the terms of this Agreement if such Person (or a representative authorized by such Person orally, in writing or by other action) executes any other writing evidencing the intent of such Person to enter into this Agreement.

Section 11. <u>Notices</u>. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) the Company, (A) mailed, certified or registered mail, first-class postage paid, return receipt requested, (B) sent by an internationally recognized overnight mail or courier service, (C) delivered by hand, (D) transmitted via facsimile, or (E) transmitted via email, to the Company at its address specified in the Engagement Letter, or such other address of the Company, as notified to the other parties hereto; (ii) to the Service Provider, (A) mailed, certified or registered mail, first-class postage paid, return receipt requested, (B)sent by an internationally recognized overnight mail or courier service, (C) delivered by hand, (D) transmitted via facsimile, or (E) transmitted via facsimile, or (E) transmitted via email, to Redding Ridge Asset Management LLC, 126 E. 56th Street, 22nd Floor, New York, New York 10022, Attention: Albert Huntington, Email: huntington@rram.com with a copy to hester@rram.com, or such other address of the Service Provider, as notified to the other parties hereto.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the date hereof by its duly authorized representative.

REDDING RIDGE ASSET MANAGEMENT LLC, as the Service Provider

By: ____ REDACTED _____

Name: REDACTED Title: Chief Legal Officer IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the date hereof by its duly authorized representative.

CHORUS SPV MEMBER, LLC

By: _____ REDACTED

Name: REDACTED Title: CFO & Treasurer

[Signature page to Services Agreement]

Appendix A

Fee Schedule

Transaction Fee:

An amount equal to \$1,750,000, payable by wire transfer of immediately available funds to or at the direction of the Service Provider on the Funding Date (as defined in the Engagement Letter).