

**APOLLO GLOBAL FUNDING, LLC  
9 WEST 57TH STREET  
NEW YORK, NEW YORK 10019**

**ENGAGEMENT LETTER**

**STRICTLY CONFIDENTIAL**

April 18, 2024

Alchemy Copyrights, LLC  
10 Lea Avenue, Suite 300  
Nashville, Tennessee 37210

Attention: Kent Hoskins, Chief Financial Officer; Amanda Molter, General Counsel

Ladies and Gentlemen:

This letter (together with Schedule I, this “**Engagement Letter**”) confirms the terms and conditions under which Apollo Global Funding, LLC (“**AGF**”) is engaged by Alchemy Copyrights, LLC (d/b/a Concord) (the “**Company**”) to act as the sole and exclusive arranger, structuring agent and bookrunner in connection with the proposed senior secured bridge loan financing or other similar financing (the “**Bridge Financing**”) pursuant to the terms of a bridge loan financing agreement or other similar agreement (the “**Agreement**”) entered into between a newly formed, bankruptcy-remote special purpose vehicle organized as a limited liability company under the laws of the State of Delaware that will be 100% owned (directly or indirectly) by the Company (referred to herein as “**Huey HoldCo**”), as the borrower, and Apollo, as the lender, subject to the terms set forth in the Term Sheet attached as Exhibit A (the “**Term Sheet**”) to the Commitment Letter and the conditions precedent attached as Exhibit B (the “**Conditions Precedent**”) to the Commitment Letter, dated as of the date hereof, between Apollo Capital Management, L.P. and/or one or more investment funds, accounts or entities affiliated with it and/or owned (in whole or in part) or controlled by it or its affiliates and/or managed or advised by it or its affiliates (referred to herein collectively as “**Apollo**”) and the Company (such Term Sheet and Conditions Precedent, together with such Commitment Letter and the other exhibits and annexes attached thereto, as the same may be amended or otherwise modified from time to time in accordance with the terms thereof, being referred to herein collectively as the “**Commitment Letter**”). The Company acknowledges and agrees that Huey HoldCo will apply the proceeds of the funding provided pursuant to the Agreement to (a) finance the acquisition (the “**Acquisition**”) of the equity interests of Hipgnosis Songs Fund Ltd (the “**Target**”) by a limited liability company incorporated in England and Wales, which will contractually covenant with the lenders under the Agreement and Interim Financing Arrangement not to engage in any activities other than those permitted under those agreements, in which Huey HoldCo will have an indirect 80% equity interest (referred to herein as “**Huey BidCo**”) in a manner that is compliant with the laws of England & Wales applicable to the acquisition of publicly traded companies and (b) provide additional indirect leverage on the equity interest retained by the Company in the Concord Music Royalties, LLC securitization vehicle (the “**Securitization Issuer**”). Capitalized terms used and not defined herein shall have the meanings set forth or incorporated by reference in the Commitment Letter.

1. Engagement; Bridge Refinancing; Use of Affiliates or Other Third Parties; Termination; Conditions

(a) Engagement. On the terms and conditions set forth in this Engagement Letter, the Company hereby engages AGF to provide arrangement, structuring and debt advisory services related thereto in connection with the Bridge Financing (such engagement and the services provided by AGF in connection with the Bridge Financing pursuant to this Engagement Letter, the “**Engagement**”), without which services Apollo (as defined in the Commitment Letter) would not be able to provide commitments under the Commitment Letter. For the avoidance of doubt, AGF shall not act as an initial lender under the Agreement. The Company acknowledges and agrees that, notwithstanding anything to the contrary in this Engagement Letter or in the Commitment Letter, on and after the execution and delivery of the Agreement, the Company shall (except to the extent that the Acquisition has already been Completed (as such term is defined in the Interim Financing Documentation) using the proceeds of the Interim Financing Arrangement) elect to finance the Acquisition with the proceeds from the drawing on the Bridge Financing pursuant to the Agreement without drawing any amount on the Interim Financing Arrangement and that the Interim Financing Arrangement shall be terminated and any loans thereunder repaid following receipt by the purchaser in respect of the Acquisition of the proceeds from the drawing on the Bridge Financing required to allow it to complete the Acquisition in compliance with the laws of England & Wales applicable to certainty of funds for the acquisition of publicly traded companies. The Company acknowledges and agrees that, if Completion (as such term is defined in the Interim Financing Documentation) of the Acquisition has already occurred using the proceeds of loans made under the Interim Financing Arrangement then the Company shall be required to draw on the Bridge Financing (or such Alternative Financing in accordance with the terms of Section 1 of the Commitment Letter) to repay in full the loans made under the Interim Financing Arrangement as soon as the funding of loans is available under the Bridge Financing or such Alternative Financing.

(b) Bridge Refinancing. The Company acknowledges and agrees that, in consideration of the execution of this Engagement Letter by AGF, if the Company elects to refinance the Bridge Financing in whole or in part in any manner at any time (the “**Bridge Refinancing**”), the Company shall pay to AGF an additional fee in an amount (not less than zero) equal to: (x) 1.0% of the initial principal amount of the debt issued under the Bridge Refinancing, minus (y) the related Hedge Reimbursement Amount (as defined below), if any (referred to herein as the “**Tail Fee**”). The Tail Fee shall be immediately earned, due and payable upon consummation of such Bridge Refinancing and shall be paid to or at the direction of AGF including, without limitation, affiliated entities designated by AGF (which affiliated entities may include Redding Ridge Asset Management LLC (“**RRAM**”) and/or Apollo Global Securities, LLC (“**AGS**”)); provided that, the Tail Fee shall be net of any other structuring, placement or advisory services fees paid to AGF, AGS, RRAM and/or Apollo in connection with such Bridge Refinancing or the related transaction providing the financing for such Bridge Refinancing (for the avoidance of doubt, subject to the floor of zero). “**Hedge Reimbursement Amount**” means the product of: (x) \$4.0 million, times (y) the quotient of: (I) the initial principal balance of the Class A Notes funded by Apollo and any related party on the closing date of the Bridge Financing, divided by (II) the initial principal balance of all Class A Notes funded on the closing date of the Bridge Financing.

(c) Use of Affiliates or Other Third Parties. AGF reserves the right to employ, without the consent of the Company, the services of its affiliates or other third parties including, without limitation, affiliated entities designated as additional structuring agents or in any additional capacities by AGF, which may include RRAM, in providing the services contemplated by this Engagement Letter and to allocate, in whole or in part, to such affiliates or other third parties including, without limitation, such affiliated entities designated as additional structuring agents or in any additional capacities by AGF, which may include RRAM, the fees payable to AGF hereunder and the reimbursement of expenses to AGF hereunder in such manner as AGF and its affiliates may deem appropriate, which may include direct payment of the fees payable to AGF hereunder and reimbursement of expenses to AGF hereunder directly to such affiliated entities ; provided, that AGF shall be fully responsible for any action or inaction of such affiliate or third party.

(d) Termination. This Engagement Letter may be terminated by either AGF or the Company at any time with prior written notice to the other party. If not terminated in accordance with the preceding sentence, this Engagement Letter will automatically terminate on the Commitment Termination Date as the same may be extended in the manner set forth in Section 7 of the Commitment Letter; provided, that if the Commitment Letter is terminated earlier than such date pursuant to the terms of the Commitment Letter then this Engagement Letter shall terminate automatically upon the termination of the Commitment Letter.

(e) Conditions. The rights in respect of the Structuring Fee contemplated in Section 2(a) of this Engagement Letter shall not inure to AGF unless the Commitment Letter is entered into; provided, that the provisions of this Engagement Letter shall otherwise be effective upon its execution by the parties hereto.

## 2. Remuneration, Expenses and Indemnification

(a) Fees. In consideration of the services to be provided by AGF hereunder, the Company shall pay to AGF (and/or to its affiliated entities at its direction) an arrangement and structuring fee in an amount equal to \$14,614,000 (the “**Structuring Fee**”), earned as of the date hereof that shall be due and payable to AGF (and/or to its affiliated entities at its direction) upon the earlier to occur of (i) the date of the initial funding of loans under the Agreement and (ii) the date of the initial funding of the Interim Financing Arrangement pursuant to the Interim Financing Documentation (the earlier to occur of either such date, the “**Closing Date**”); provided, that if the Structuring Fee is paid on the date of the funding of the Interim Financing Arrangement pursuant to clause (ii) of this sentence, then such Structuring Fee shall be paid as a structuring fee to AGF as an additional arranger, structuring agent and bookrunner for the Interim Financing Arrangement; provided, further, that if no closing pursuant to clause (i) or (ii) of this sentence occurs on or prior to the Commitment Termination Date, then the Structuring Fee shall be due and payable upon the occurrence of the first closing pursuant to a substitute commitment letter entered into pursuant to this Engagement Letter if such closing occurs on or prior to the Commitment Termination Date (or such later date as to which AGF may agree in writing in its sole discretion) and such date shall be treated as the Closing Date; provided, further, that to the extent that the closing is comprised of multiple financings (e.g., an Interim Financing Arrangement followed by a draw on the Bridge Financing Pursuant to the Agreement), the Structuring Fee shall be due and payable (which fee shall be payable only once) at the date of the earliest financing of all or part of the Commitment Amount to close, which shall be treated as the Closing Date.

(b) Reserved.

(c) Expenses. With respect to the Bridge Financing, in addition to any fees that may be payable to Apollo under this Engagement Letter, the Commitment Letter, the Facility Documentation or otherwise in connection with their engagement hereunder or thereunder, the Company agrees to periodically reimburse Apollo in full (or pay directly, to the extent applicable) for their reasonable and documented out-of-pocket costs, expenses and fees of their counsel arising in connection with this Engagement Letter, the Commitment Letter and Facility Documentation and the transactions contemplated hereby and thereby, whether or not the Bridge Financing is consummated, in an aggregate amount up to the Expense Reimbursement Cap. The Expense Reimbursement Cap amount assumes (i) a customary division of labor between Apollo's counsel and that of the Company and its affiliates, including their counsel and (ii) that the Closing Date will occur on or before the Commitment Termination Date; should the Closing Date not occur by such date, the parties hereto will negotiate in good faith an increase to the Expense Reimbursement Cap if relevant costs, fees and expenses have exceeded or may reasonably be expected to exceed such amount. For the avoidance of doubt, the costs, expenses and fees of service providers customarily engaged by the Company, Huey HoldCo or their affiliates, shall not be included in the amounts comprising the Expense Reimbursement Cap. The Expense Reimbursement Cap is with respect to the Bridge Financing and the Interim Financing Arrangement only.

Unless otherwise specified herein, all reimbursable fees and any other amounts due hereunder shall be due and payable by the Company within fifteen (15) business days upon receipt of the request therefor (which, in line with similar transactions shall be invoiced at the closing of the Bridge Financing). All amounts payable hereunder shall be payable in U.S. Dollars. The Company agrees that any and all payments hereunder shall (i) be made in immediately available funds, (ii) be made free and clear of any taxes and withholdings, and (iii) not be subject to counterclaim or set-off, or be otherwise affected by any claim or dispute relating to, any other matter.

Neither Apollo nor any of its affiliates will be responsible for any fees or commissions payable to finders or to financial or other advisors utilized by the Company or its affiliates, and no fee or other compensation payable to any such other advisor or person shall reduce or otherwise affect the fees and the reimbursements payable to Apollo under this Engagement Letter. All fees received by Apollo hereunder or under any other definitive documentation with respect to any of the transactions contemplated hereby may be allocated and shared among Apollo and its affiliates as Apollo may determine in its sole discretion.

(d) Indemnification. The Company agrees to indemnify AGF and certain other entities and persons as set forth in Schedule I. Schedule I is hereby incorporated by reference into this Engagement Letter.

### 3. Not a Commitment

PLEASE NOTE THAT THIS ENGAGEMENT LETTER DOES NOT CONSTITUTE A COMMITMENT FROM AGF, ANY OF ITS AFFILIATES, OR ANY OTHER COMMITMENT PARTY TO ENTER INTO THE BRIDGE FINANCING OR TO ACQUIRE ANY SECURITIES. Any such commitment would be undertaken subject to the Commitment Letter in agreed upon form between the Company and AGF.

AGF's agreement to act hereunder will also be conditioned upon and made subject to Apollo not becoming aware after the date hereof of any new or inconsistent information or other matter not previously disclosed to Apollo relating to the Company or the transactions contemplated by this Engagement Letter which Apollo, in its sole judgment, deems material and adverse relative to the information or other matters disclosed to Apollo on or prior to the date hereof. Notwithstanding the foregoing, the parties hereto acknowledge and agree that AGF's and the Company's respective obligations under the Commitment Letter shall not be altered by this Section 3 and, in the event of any conflict between the terms of the Commitment Letter and this Section 3, the terms of the Commitment Letter shall control AGF's and the Company's respective obligations under the Commitment Letter.

#### 4. Information; Marketing Materials

The Company hereby represents that (i) all written factual information (other than forward-looking information and information of a general economic or industry specific nature) (the "**Information**") (a) that has been prepared or will be prepared by the Company or its representatives and made or will be made available to Apollo by the Company or any of its representatives on its behalf in connection with the transactions contemplated hereby, when taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates provided thereto) and (b) that has not been prepared by the Company, but which has been made or will be made available to Apollo by the Company or any of its representatives on its behalf in connection with the transactions contemplated hereby, when taken as a whole, and to the actual knowledge of the Company and its affiliates is or will be, when furnished, correct in all material respects, to the actual knowledge of the Company and its affiliates does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates provided thereto) and (ii) forward-looking written information that has been or will be prepared and made available to Apollo by the Company or any of its representatives on its behalf in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions that the Company believes to be reasonable at the time made; it being understood by Apollo that such forward-looking information is as to future events and is not to be viewed as facts, such forward-looking information is subject to significant uncertainties and contingencies and that actual results during the period or periods covered by any such forward-looking information may differ significantly from the projected results, and that no assurance can be given that the projected results will be realized. The Company agrees that if the Company becomes aware at any time on or prior to the consummation of the Bridge Financing that any of the representations in the preceding sentence would be incorrect in any material respect if the Information were being furnished, and such representations were being made, at such time, then the Company will promptly supplement the Information so that such representations will be correct in all material respects under those circumstances. The Company hereby acknowledges and agrees that Apollo and its affiliates may rely, without independent verification, upon the accuracy and completeness of the Information.

To the extent the Company acting on behalf of the Company or Huey HoldCo prepares or causes to be prepared offering documents or other written materials for the syndication of the Bridge Financing (the “*Offering Documents*”), the Company acknowledges and agrees that AGF and any affiliate may rely, without independent verification, upon the accuracy and completeness of the Offering Documents and all other information regarding the Bridge Financing, the Company, Huey HoldCo or any of their affiliated entities furnished in writing by or on behalf of the Company or the Issuer to AGF or its affiliates for use in connection with the syndication of the Bridge Financing (collectively, the “*Marketing Materials*”) and that AGF or any of its affiliates do not assume any responsibility for the Marketing Materials. The Company hereby acknowledges and agrees that AGF and its affiliated entities may rely, without independent verification, upon the accuracy and completeness of the Marketing Materials.

5. Assignments; Amendments; Successors

This Engagement Letter may not be assigned or a party’s obligations delegated by any party hereto without the prior written consent of the other parties hereto (and any purported assignment without such consent will be null and void) and, subject to the immediately following paragraph, is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. This Engagement Letter (including Schedule I hereto) may not be amended or any term or provision hereof or thereof waived or modified except by an instrument in writing signed by each of the parties hereto, and any term or provision hereof or thereof may be amended or waived only by a written agreement executed and delivered by all parties hereto.

Delivery of an executed counterpart of a signature page of this Engagement Letter by facsimile transmission or electronic transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Engagement Letter. The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to this Engagement Letter or any document to be signed in connection with this Engagement Letter shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by us, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Engagement Letter, together with such other letter agreements as may be entered into among the parties hereto on and after the date hereof that expressly reference this Engagement Letter, are the only agreement that has been entered into among the parties hereto with respect to the transactions contemplated hereby, and, together with the Commitment Letter, sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby.

Except as expressly provided for in this Engagement Letter, this Engagement Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto, the Indemnified Persons and, if any of this Engagement Letter or any commitment hereunder is assigned in accordance with the

first sentence of this Section 5 above, the applicable assignee or assignees. No other person or entity shall acquire or have any right under or by virtue hereof.

6. Sharing Information; Affiliate Activities; Absence of Fiduciary Relationship; Confidentiality

The Company agrees that this Engagement Letter (including any fee amounts or any other arrangements detailed herein) and any written materials or oral advice provided by AGF in connection with this arrangement are proprietary, exclusively for the information of the Company, may not be disclosed to any third party or circulated or referred to publicly without AGF's prior written consent except (i) pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial, administrative or legislative body or committee (in which case the Company agrees to promptly inform AGF thereof to the extent such notice does not contravene any legal or regulatory obligations of the Company or the order of any court), (ii) as required by applicable law or compulsory legal process (in which case the Company agrees to promptly inform AGF thereof to the extent such notice does not contravene any legal or regulatory obligations of the Company or the order of any court), (iii) to its direct or indirect equity holders or direct or indirect subsidiaries and other affiliates and their and the Company's respective officers, directors, agents, counsel, accountants, auditors, attorneys and other advisors who are directly involved in the consideration of the syndication of the Bridge Financing to the extent such persons hold the same in confidence and (iv) as part of generic disclosure in any marketing materials for the syndication of the Bridge Financing. Nothing in this Engagement Letter precludes the Company or its affiliates from using or disclosing any confidential information in connection with any suit, action or proceeding for the purpose of defending itself, reducing its liability or protecting or exercising any of its rights, remedies or interests. The provisions of this paragraph shall terminate two years from the date hereof.

AGF shall use all confidential information provided to it by or on behalf of the Company hereunder solely for the purpose of providing the services which are the subject of this Engagement Letter and otherwise in connection with the transactions contemplated hereby and shall treat confidentially all such information, except in each case for information that (w) is independently developed by AGF or its affiliates other than in the performance of its obligations hereunder, (x) was or becomes publicly available other than by reason of improper disclosure by AGF or its affiliates in violation of this Engagement Letter, (y) was or becomes available to AGF or its affiliates from a source which is not known by AGF to be subject to a confidentiality obligation to the Company or its affiliates or (z) is contained in any non-confidential marketing material for the syndication of the Bridge Financing provided to AGF in connection with the agreed-upon method of distribution; provided, however, that nothing herein shall prevent AGF from disclosing any such information (i) to AGF's and its affiliates' respective directors, officers, employees, accountants, auditors, attorneys and other advisors who are directly involved in the consideration of this matter and then only on a confidential need-to-know basis, (ii) pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial, administrative or legislative body or committee (in which case AGF agrees to promptly inform the Company thereof), (ii) as required by applicable law or compulsory legal process (in which case AGF agrees to promptly inform the Company thereof), (iv) for purposes of establishing a "due diligence" defense, or (v) to any affiliated entities designated by AGF as additional structuring agents for the structuring of the Bridge Financing pursuant to the Agreement. Nothing in this Engagement Letter precludes AGF or its affiliates

from using or disclosing any confidential information in connection with any suit, action or proceeding for the purpose of defending itself, reducing its liability or protecting or exercising any of its rights, remedies or interests. The provisions of this paragraph shall terminate two years from the date hereof.

The Company acknowledges that the transactions contemplated by this Engagement Letter are arm's-length commercial transactions and that AGF is acting as principal and in its own respective best interests. The Company is relying on its own experts and advisors to determine whether the transactions contemplated by this Engagement Letter are in the Company's best interests. The Company agrees that AGF will act under this Engagement Letter as an independent contractor and that nothing in this Engagement Letter, the nature of AGF's services, or in any prior relationship will be deemed to create a fiduciary or agency relationship between AGF on the one hand and the Company, its stockholders or its affiliates on the other hand. In addition, AGF may employ the services of its affiliates in providing certain services hereunder and may exchange with such affiliates information concerning the Company and other companies that may be the subject of this arrangement, and such affiliates shall be entitled to the benefits afforded to AGF hereunder.

Please note that AGF and its respective affiliates do not provide tax, accounting, or legal advice.

7. Waiver of Jury Trial; Governing Law; Surviving Provisions

Each party hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan) and, in each case, any appellate court thereof, over any suit, action or proceeding arising out of or relating to this Engagement Letter or the performance of services hereunder or thereunder, whether in contract, tort or otherwise, and irrevocably and unconditionally agrees that it will not commence any such suit, action or proceeding against any of the other parties hereto arising out of or in any way relating to this Engagement Letter or the performance of services hereunder or thereunder in any forum other than such courts. Each party hereto agrees that service of any process, summons, notice or document by registered mail addressed to such party shall be effective service of process for any suit, action or proceeding brought in any such court. Each party hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any inconvenient forum and agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other matter provided by law. EACH PARTY HERETO HEREBY IRREVOCABLY AGREES TO WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS ENGAGEMENT LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

THIS ENGAGEMENT LETTER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT



REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

The Tail Fee payable pursuant to Section 1(b) of this Engagement Letter, the provisions under Sections 2, 4, 6, 7, 8, 9 and 10 of this Engagement Letter and Schedule I hereto shall survive any termination of this Engagement Letter.

8. Publicity

The Company agrees that AGF has the right to place customary advertisements in financial and other newspapers and journals at its own expense describing the Bridge Financing and the services provided to the Company hereunder so long as such advertisements are reviewed and approved by the Company, acting reasonably.

9. USA PATRIOT Act Notification

AGF notifies the Company that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “**Patriot Act**”) and the Customer Due Diligence Requirements for Financial Institutions issued by the U.S. Department of Treasury Financial Crimes Enforcement Network (“**FinCEN**”) under the Bank Secrecy Act (such rule published May 11, 2016 and effective May 11, 2018, as amended from time to time, the “**CDD Rule**”) AGF and any other structuring agents designated by AGF may be required to obtain, verify and record information that identifies the Company, which information includes the name and address of the Company, a certification regarding beneficial ownership required by 31 C.F.R. 1010.230 (such certification, the “**Beneficial Ownership Certification**”) and other information that will allow AGF and any other structuring agents designated by AGF to identify the Company in accordance with the Patriot Act and the CDD Rule. This notice is given in accordance with the requirements of the Patriot Act and is effective for AGF and any other structuring agents designated by AGF.

10. Miscellaneous

For all purposes of this Engagement Letter, the parties hereto acknowledge and agree that any entity or person commonly managed by Great Mountain Partners LLC shall not constitute an “affiliate” of the Company. The Company acknowledges that Apollo is a full service securities firm engaged in a wide range of businesses and from time to time, in the ordinary course of its business, Apollo or its affiliates will hold long or short positions and trade or otherwise effect transactions for their own account or the account of their customers in debt or equity securities, loans or other financial instruments (or any derivatives thereof) of the companies which may be the subject of the transactions contemplated by this Engagement Letter. As a result, Apollo may have economic interests that conflict with those of the Company regarding the transactions described herein.

Additionally, Apollo and its affiliates may at any time (before, during or after the engagement hereunder) provide investment banking, underwriting and financing services to such companies. Such activities are conducted, of course, in strict compliance with applicable securities laws.

During the course of Apollo's engagement with the Company, Apollo or its respective affiliates may have in their possession material, non-public information regarding other companies that could potentially be relevant to the Company or the transactions contemplated herein but which cannot be shared due to an obligation of confidence to such other companies.

The parties hereto acknowledge and agree that the signing of this Engagement Letter does not obligate any party to enter into any transaction. The Company agrees that Apollo's acceptance of this Engagement Letter shall not restrict Apollo from being engaged by, or otherwise assisting or participating in any transaction involving, any other party in connection with any transaction.

No recourse under any obligation, covenant or agreement of a party contained in this Engagement Letter shall be had against any incorporator, stockholder, officer, director, member, manager, employee or agent of any party or any of their respective affiliates (solely by virtue of such capacity) by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of statute or otherwise; it being expressly agreed and understood that this Engagement Letter is solely a corporate obligation of each party, and that no personal liability whatsoever shall attach to or be incurred by any incorporator, stockholder, officer, director, member, manager, employee or agent of any party or any of their respective affiliates (solely by virtue of such capacity) or any of them under or by reason of any of the obligations, covenants or agreements of a party contained in this Engagement Letter, or implied therefrom, and that all personal liability for breaches by a party of any such obligations, covenants or agreements, either at common law or at equity, or by statute, rule or regulation, of every such incorporator, stockholder, officer, director, member, manager, employee or agent is hereby expressly waived as a condition of and in consideration for the execution of this Engagement Letter.

Please confirm that the foregoing is in accordance with the Company's understanding by signing and returning to AGF the enclosed copy of this Engagement Letter, whereupon this Engagement Letter will become a binding agreement among the Company and Apollo.

[Signature Page Follows]

We look forward to working with you on this assignment.

Very truly yours,

**APOLLO GLOBAL FUNDING, LLC**

By: REDACTED  
Name: REDACTED  
Title: Vice President

**ACCEPTED AS OF THE DATE ABOVE:**

**ALCHEMY COPYRIGHTS, LLC**

By: REDACTED

Name: REDACTED

Title: CFO & Treasurer

## Schedule I

In consideration of AGF's agreement to act on the Company's behalf in connection with the matters specified in the Engagement Letter, the Company agrees to indemnify and hold harmless AGF and each other entity or person, if any, controlling AGF or any of its affiliates within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and the respective directors, officers, agents and employees of AGF and each other entity or person, if any, controlling AGF or any of its affiliates within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act (AGF and each such other person or entity receiving indemnifications from the Company hereunder being an "***Indemnified Person***") from and against any losses, claims, damages, costs or liabilities (or actions in respect thereof) ("***Losses***") (i) except as otherwise addressed in clause (ii) below, related to, arising out of or in connection with the engagement (the "***Engagement***") under this Agreement or (ii) caused by any untrue statement or alleged untrue statement of a material fact contained in any prospectus, offering document, pitch book, term sheet, other written material delivered to prospective lenders in the Bridge Financing, or other Marketing Materials, including in each case any amendments or supplements thereto and including but not limited to any documents deemed to be incorporated in any such document by reference prepared by or on behalf of the Company or Huey HoldCo (and approved by the Company or Huey HoldCo) in connection with the Engagement, or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, but excluding any untrue statement, alleged untrue statement, omission or alleged omission related to, arising out of or based on any information provided by or on behalf of any Indemnified Person for inclusion in such written material, and in each case to reimburse each Indemnified Person for all Losses (including, without limitation, reasonable and documented fees and expenses of counsel) as they are incurred in connection with investigating, preparing, pursuing or defending any such action, claim, suit, investigation or proceeding, whether or not pending or threatened and whether or not any Indemnified Person is a party thereto; provided, that in the case of any expense of counsel, the Company shall only be limited to the reasonable and documented fees and expenses of one outside counsel for all Indemnified Persons (in addition to one local counsel in any relevant material jurisdiction reasonably required, and in the event of an actual conflict, one additional counsel in each applicable material jurisdiction where there is a conflict to the affected Indemnified Persons similarly situated taken as a whole). With respect to clause (i) above, the Company shall not, however, be responsible for any Losses (or expenses related thereto) that are finally judicially determined to have resulted from the fraud, bad faith, gross negligence or willful misconduct of any Indemnified Person. The Company agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or Huey HoldCo for or in connection with the Engagement except for any such liability for Losses incurred by the Company or Huey HoldCo that are finally judicially determined to have resulted from the fraud, bad faith, gross negligence or willful misconduct of any Indemnified Person, but in no event shall an Indemnified Person have any liability for any consequential, exemplary, incidental, indirect, punitive or special damages. Notwithstanding the foregoing, each Indemnified Person shall be obligated to refund and return promptly any and all amounts paid by the Company under pursuant to the terms of this Schedule I for any Losses with respect to which such Indemnified Person is not entitled to payment in accordance with the terms hereof.

The Company shall not, without AGF's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Indemnified Person from any liabilities arising out of such action, claim, suit, investigation or proceeding. No Indemnified Person seeking indemnification, reimbursement or contribution hereunder shall, without the Company's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding referred to in the preceding paragraph and the Company shall not be liable to any Indemnified Person with respect to any Losses, fees or expenses arising or incurred with respect to any such action, claim, suit, investigation or proceeding so settled, compromised, consented or terminated.

In case any proceeding (including any governmental investigation) shall be instituted involving any Indemnified Person, such Indemnified Person shall, if a claim for indemnification in respect thereof is to be made against the Company pursuant to the first paragraph of this Schedule I, promptly notify the Company in writing and the Company shall be entitled to participate in such proceeding, and upon notice to such Indemnified Person, assume the defense thereof with counsel selected by the Company (which counsel shall be reasonably satisfactory to such Indemnified Person) and after notice from the Company to such Indemnified Person of its election so to assume the defense thereof, the Company will not be liable to such Indemnified Person hereunder for any legal or other expenses subsequently incurred by such Indemnified Person in connection with the defense thereof, other than any reasonable and documented costs and expenses previously approved by the Company in advance; provided, that (i) if counsel for such Indemnified Person determines in good faith that there is an actual or potential conflict that requires separate representation for the Company and such Indemnified Person or that there may be legal defenses available to such Indemnified Person that are different from or additional to those available to the Company or (ii) the Company fails to assume or proceed in a timely and reasonable manner with the defense of such action or fails to employ counsel reasonably satisfactory to such Indemnified Person in any such action, then in either such event, (A) the Indemnified Persons shall be entitled to select one primary counsel for the Indemnified Persons, taken as a whole, and, if necessary, one local counsel in any relevant material jurisdiction reasonably required, and in the event of an actual conflict, one additional counsel in each applicable material jurisdiction where there is a conflict to the affected Indemnified Persons similarly situated taken as a whole and (B) the Indemnified Person shall be entitled to indemnification for expenses (including reasonable and documented fees and expenses of such outside counsel) to the extent provided in the first paragraph of this Schedule I. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person.

If the indemnification provided for in the first paragraph of this Schedule I is judicially determined to be unavailable (other than in accordance with the terms hereof) to an Indemnified Person in respect of any Losses referred to herein, then, in lieu of indemnifying such Indemnified Person hereunder, to the extent permitted by law, the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such Losses (i) in such proportion as is appropriate to reflect the relative benefits to AGF, on the one hand, and the Company, on the other hand, of the Engagement or (ii) if the allocation provided by clause (i) above is not available, in

such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (i) but also the relative fault of each of AGF and the Company, as well as any other relevant equitable considerations; provided, however, to the extent permitted by law, in no event shall AGF's aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received by AGF under this Engagement Letter and the Commitment Letter. The relative fault of the Company, on the one hand, and AGF, on the other hand, (x) in the case of any untrue or alleged untrue statement of a material fact or any omission or alleged omission to state a material fact, shall be determined by reference to, among other things, whether such statement or omission relates to information supplied by the Company and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission, and (y) in the case of any other action or omission, shall be determined by reference to, among other things, whether such action or omission was taken or omitted to be taken by the Company or by AGF and the parties' relative intent, knowledge, access to information and opportunity to prevent such action or omission. For purposes hereof, the relative benefits to the Company and AGF of the Engagement shall be deemed to be in the same proportion as (a) the total gross proceeds received or to be received from the syndication and funding of the Bridge Financing, whether or not any syndication and funding of the Bridge Financing occurs, bears to (b) the fees paid or to be paid to AGF under this Engagement Letter and the Commitment Letter.

Notice Address Schedule

If to AGF at:

Apollo Global Funding, LLC  
REDACTED  
Attention: REDACTED  
Email: REDACTED

with a copy to  
(which shall not constitute notice hereunder):

REDACTED  
Email: REDACTED

If to the Company at:

Alchemy Copyrights, LLC  
REDACTED  
Attention: REDACTED  
Email: REDACTED

With a copy to  
(which shall not constitute notice hereunder)  
REDACTED  
Email: REDACTED