

NOTICE OF MEETING AND EXTRAORDINARY RESOLUTION

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN OR INTO ANY JURISDICTION WHERE IT IS UNLAWFUL TO RELEASE, PUBLISH OR DISTRIBUTE THIS DOCUMENT.

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF BONDHOLDERS. IF BONDHOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD CONSULT THEIR OWN INDEPENDENT PROFESSIONAL ADVISERS AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 IMMEDIATELY.

EROS MEDIA WORLD PLC
(formerly, *Eros STX Global Corporation*)

(incorporated as a limited company and registered in the Isle of Man under the Companies Act 2006 (Isle of Man) with company number 007466V)
(the “Issuer”)

NOTICE OF A MEETING

of the holders (the “**Bondholders**”) of those of the £50,000,000 8.50 per cent. Bonds due 2023 (the “**Bonds**”) of the Issuer presently outstanding

NOTICE IS HEREBY GIVEN that a meeting (the “**Meeting**”) of the Bondholders convened by the Issuer will be held via teleconference on 30 March 2023 at 10.00 a.m. (London time) for the purpose of considering and, if thought fit, passing the resolution set out below in respect of the Bonds which will be proposed as an Extraordinary Resolution at the Meeting in accordance with the provisions of the trust deed dated 15 October 2014 made between the Issuer and U.S. Bank Trustees Limited as trustee (the “**Trustee**”) constituting the Bonds as previously supplemented by a first supplemental trust deed dated 10 April 2017 and a second supplemental trust deed dated 20 September 2021 between the Issuer and the Trustee in relation to the Bonds (together, the “**Trust Deed**”). Unless the context otherwise requires, capitalised terms used but not defined in this Notice shall have the meaning given to them in the Trust Deed, the Conditions (as defined below) or the Extraordinary Resolution, as applicable.

BACKGROUND

The Issuer has invited all Bondholders (such invitation, the “**Consent Solicitation**”) to consent to the proposals by the Issuer (the “**Proposals**”) for Bondholders to approve, by Extraordinary Resolution at the Meeting, (1) the modifications to (i) the Terms and Conditions of the Bonds as set out in Schedule 1 to the Trust Deed (the “**Conditions**”), (ii) the Trust Deed and (iii) the Agency Agreement dated 15 October 2014 in relation to the Bonds as previously supplemented by a supplemental agency agreement dated 20 September 2021 made between the Issuer, the Trustee and the agents named therein (the “**Agency Agreement**”) as described in paragraph 1 of the Extraordinary Resolution below, (2) the waiver of (i) certain provisions of the Conditions and the Trust Deed in respect of the provision to the Trustee of the Issuer’s audited consolidated financial statements for the year ended 31 March 2023 (the “**2023 Audited Financial Statements**”), and its financial statements for the six months ended 30 September 2023 (the “**H1 2024 Financial Statements**”) as well as (ii) any prior or ongoing Event of Default resulting from its failure to complete and provide the Trustee with (a) its annual financial statements for the year ended 31 March 2021 (the “**2021 Audited Financial Statements**”) by 31 July 2021, (b) its financial statements for the six months ended 30 September 2021 (the “**H1 2022 Financial Statements**”) by 30 November 2021, (c) its annual financial statements for the year ended 31 March 2022 (the “**2022 Audited Financial Statements**”) by 31 July 2022, and (d) its financial statements for the six months ended 30 September 2022 (the “**H1 2023 Financial Statements**”) by 30 November

2022, in each case provided that copies of the 2021 Audited Financial Statements, the 2022 Audited Financial Statements, the 2023 Audited Financial Statements and the H1 2024 Financial Statements are provided to the Trustee by the Relevant Deadline (as defined in the Third Supplemental Trust Deed); (iii) the requirement to comply with the covenants set out in Condition 3(b) (*Financial Covenant (Leverage Ratio)*) and Condition 3(c) (*Financial Covenant (Fixed Charge Cover Ratio)*) (together, the “**Financial Covenants**”)) (and any resultant Event of Default or Potential Event of Default) until 31 March 2024; (iv) any Event of Default arising under Condition 8(b) (*Breach of other Obligations*), and any related breach of the Trust Deed, as a result of Eros Worldwide FZE, which is a guarantor under an overdraft facility provided to the Company’s Subsidiary, Eros International Limited, by the Bank of India (the “**Bank of India Facility**”), not having been added as a Subsidiary Guarantor (pursuant to and as required by Condition 2(c) (*Addition of Subsidiary Guarantors*)), provided that this Subsidiary is added as a Subsidiary Guarantor, in accordance with the terms of Condition 2(c) (*Addition of Subsidiary Guarantors*), by no later than 30 June 2023; and (v) any Event of Default resulting from a repayment default by Eros International Limited in respect of a sum of approximately U.S.\$15.1 million under the Bank of India Facility; and (3) the appointment of a new trust corporation to replace the Trustee as trustee for the Bondholders (and waiver of any actual or potential breach of related provisions of the Trust Deed), all as further described in the Repurchase and Consent Solicitation Memorandum dated 8 March 2023 prepared by the Issuer (the “**Repurchase and Consent Solicitation Memorandum**”).

On and subject to the terms and conditions contained in the Repurchase and Consent Solicitation Memorandum, the Issuer is offering a cash payment (the “**Consent Fee**”) in respect of the Bonds that are the subject of valid consent solicitation instructions (“**Voting Instructions**”) to Bondholders who provide, and do not subsequently validly revoke, Voting Instructions voting for the Extraordinary Resolution on or prior to 4.00 p.m. (London time) on 27 March 2023 (the “**Final Deadline**”).

Rationale for the Proposals

The purpose of the Consent Solicitation is as follows:

- (a) to extend the maturity date of the Bonds to 15 April 2026 so as to give the Company further time to access the liquidity that is required to fund its operations and to continue its business transformation following the COVID-19 pandemic and the sale of STX Entertainment;
- (b) to increase the rate of interest payable on the Bonds from 8.50 per cent. to 9.00 per cent. per annum as from 15 April 2023;
- (c) to include a covenant restricting Eros International Media Limited (India) to incur or maintain indebtedness which exceeds the Debt Limit (as defined in the Third Supplemental Trust Deed);
- (d) to waive (1) any Event of Default resulting from the failure to provide to the Trustee copies of (i) its 2023 Audited Financial Statements within four months after the end of its financial year (i.e. by 31 July 2023); and (ii) its H1 2024 Financial Statements within two months after 30 September 2023 (i.e. by 30 November 2023), as well as (2) any prior or ongoing Event of Default resulting from its failure to complete and provide the Trustee with (a) its 2021 Audited Financial Statements by 31 July 2021, (b) its H1 2022 Financial Statements by 30 November 2021, (c) its 2022 Audited Financial Statements by 31 July 2022, and (d) its H1 2023 Financial Statements by 30 November 2022, in each case provided that copies of the 2021 Audited Financial Statements, the 2022 Audited Financial Statements, the 2023 Audited Financial Statements and the H1 2024 Financial Statements are provided to the Trustee by 30 June 2023, 30 September 2023, 31 December 2023 and 31 March 2024, respectively; this is necessary due to the ongoing reconciliation and resolution of complex financial reporting and transition issues following the sale of STX Entertainment by the Company in April 2022;

- (e) to waive any Event of Default arising under Condition 8(b) (*Breach of other Obligations*), and any related breach of the Trust Deed, as a result of Eros Worldwide FZE, which is a guarantor under the Bank of India Facility, not having been added as a Subsidiary Guarantor (pursuant to and as required by Condition 2(c) (*Addition of Subsidiary Guarantors*)), provided that this Subsidiary is added as a Subsidiary Guarantors, in accordance with the terms of Condition 2(c) (*Addition of Subsidiary Guarantors*), by no later than 30 June 2023;
- (f) to waive any Event of Default under Condition 8(c) (*Cross-Default*) and any Events of Default under Conditions 8(d) (*Enforcement Proceedings*) and 8(e) (*Security Enforced*), and any related breach of the Trust Deed, in each case arising or which may arise as a result of a repayment default by Eros International Limited in respect of a sum of approximately U.S.\$15.1 million under the Bank of India Facility;
- (g) to waive the application of the Financial Covenants until 31 March 2024, given the impact of the COVID-19 pandemic on the Company's financial position and the resultant financial restatement issues relating to the sale of STX Entertainment; and
- (h) to approve the appointment of a new trust corporation to replace the Trustee so as to ensure there is a functioning trustee with respect to the Bonds following the resignation of the Trustee (and waiver of any actual or potential breach of Clause 14.1 of the Trust Deed).

Timetable

The indicative timetable (which is subject to change) is summarised below:

Event	Indicative Timetable
Commencement of the Repurchase and the Consent	8 March 2023
Solicitation and announcement of the Proposals	
Final Deadline	4.00 p.m. (London time) on 27 March 2023
Meeting	10.00 a.m. (London time) on 30 March 2023
Announcement of results	As soon as reasonably practicable after the Meeting
If applicable, adjourned Meeting	10.00 a.m. (London time) on 13 April 2023
Execution of the Third Supplemental Trust Deed and Second Supplemental Agency Agreement (if applicable)	As soon as reasonably practicable after the passing of the Extraordinary Resolution
Payment of interest payable for the interest period ending 15 April 2023	17 April 2023 (15 April 2023 being a Saturday)
Payment Date for the Purchase Price	Expected to be no later than 21 April 2023.
Payment of Consent Fee	No later than the date falling 30 calendar days after the date on which the Extraordinary Resolution is passed.

Bondholders are advised to read carefully the Repurchase and Consent Solicitation Memorandum for full details of, and information on, the procedures for participating in the Invitations.

The Meeting will be held via teleconference.

Under the Trust Deed, subject to all other provisions therein, the Trustee may prescribe such further regulations regarding the holding of meetings of Bondholders and attendance and voting at them as the Trustee may in its sole

discretion determine. For the purpose of the Meeting, the Trustee has prescribed certain virtual meeting guidelines and regulations.

All references in this Notice to attendance or voting “in person” shall refer to the attendance or voting at the Meeting by way of the teleconference facility.

The Meeting will be held via teleconference using a platform hosted by the chairman of the Meeting to allow attendees to participate electronically. Details for accessing the Meeting (or any adjourned Meeting) will be made available to proxies who have been duly appointed under a block voting instruction, or to holders of voting certificates issued, in accordance with the procedures set out in this Notice. Such proxies and holders of voting certificates will be contacted by the Tender, Tabulation and Information Agent (whose contact details are set out in this Notice) at least 24 hours before the Meeting in order to ensure that they are provided with the necessary information for attending and communicating their votes during the Meeting via teleconference.

Trustee

In accordance with normal practice, the Trustee expresses no opinion as to the merits of the Proposals as presented to the Bondholders in the Repurchase and Consent Solicitation Memorandum and referred to below in this Notice or the Extraordinary Resolution (which it is was not involved in preparing). It has, however, authorised it to be stated that it has no objection to the Extraordinary Resolution being submitted to the Bondholders for their consideration. The Trustee has, however, not been involved in formulating the Extraordinary Resolution, the Proposals, the Repurchase or the Consent Solicitation and makes (i) no representation that all relevant information has been disclosed to Bondholders in the Repurchase and Consent Solicitation Memorandum and in this Notice, nor (ii) any representation as to the accuracy, validity or correctness of the statements made in the Repurchase and Consent Solicitation Memorandum and this Notice. Accordingly, the Trustee urges Bondholders who are in any doubt as to the impact of the implementation of the Proposals to seek their own independent advice.

EXTRAORDINARY RESOLUTION

“THAT this meeting (the “**Meeting**”) of the holders of the £50,000,000 8.50 per cent. Bonds due 2023 (the “**Bonds**”) of Eros Media World PLC (formerly, Eros STX Global Corporation) (the “**Issuer**”) presently outstanding constituted by the Trust Deed dated 15 October 2014 (as previously supplemented by a first supplemental trust deed dated 10 April 2017 and a second supplemental trust deed dated 20 September 2021 in relation to the Bonds) made between the Issuer and U.S. Bank Trustees Limited (the “**Trustee**”) as trustee for the holders of the Bonds (the “**Bondholders**”) (the “**Trust Deed**”) hereby:

1. assents to the following modifications of (i) the Terms and Conditions of the Bonds as set out in Schedule 1 to the Trust Deed (the “**Conditions**”), (ii) the Trust Deed and the (iii) Agency Agreement dated 15 October 2014 in relation to the Bonds (as previously supplemented by a supplemental agency agreement dated 20 September 2021) made between the Issuer, the Trustee and the agents named therein (the “**Agency Agreement**”) as set out below:

Condition 3(c) (*Financial Covenant (Fixed Charge Cover Ratio)*) shall be amended by way of the first sentence of Condition 3(c) being deleted and replaced with:

“So long as any Bond or Coupon remains outstanding, (1) the Issuer will not, and will not permit any Subsidiary of it to, directly or indirectly, Incur any Debt, including Acquired Debt, or issue Preferred Stock; provided however, that the Issuer or any Subsidiary of it may Incur Debt (including Acquired Debt) or issue Preferred Stock if, on the date of such Incurrence and after giving effect thereto on a pro forma basis, the Fixed Charge Cover Ratio would be equal to or greater than 2.0:1.0; and (2) the Issuer will not permit Eros International Media Limited (India) to have outstanding, at any time, Debt outstanding in excess of the Debt Limit”.

Condition 3(i) (*Definitions*) shall be amended by way of adding the definition of “Debt Limit” after the definition of “Debt” as follows:

“**Debt Limit**” means (i) in the period from (and including) 15 April 2023 to (but excluding) 31 March 2024, £40,000,000, and (ii) at any time on or after 31 March 2024, £15,000,000;”.

Condition 4 (*Interest*) shall be amended by way of the first sentence of Condition 4 being deleted and replaced with:

“The Bonds bear interest (i) until (but excluding) 15 October 2021, at the rate of 6.50 per cent. per annum; (ii) from (and including) 15 October 2021 and until (but excluding) 15 April 2023, at the current rate of 8.50 per cent. per annum; and thereafter (iii) from (and including) 15 April 2023, at a rate of 9.00 per cent. per annum, payable semi-annually in arrear in equal instalments of £4.50 per £100 nominal amount of the Bonds on 15 April and 15 October in each year (each, an **“Interest Payment Date”**).”

and the reference to “8.50 per cent.” in the final paragraph of this Condition 4 (*Interest*) and each other reference to “8.50 per cent.” in the Trust Deed (including the Conditions), the Agency Agreement and the Bonds (including the Global Bond) shall be accordingly amended to “6.50 per cent., from 15 October 2021 8.50 per cent. and from 15 April 2023 9.00 per cent.”;

Condition 5(a) (*Redemption and Purpose*) shall be deleted and replaced with:

“Unless previously redeemed or purchased and cancelled the Bonds will be redeemed at their nominal amount on 15 April 2026. The Bonds may not be redeemed at the option of the Issuer other than in accordance with this Condition 5.”

and each reference to “15 April 2023” in the Trust Deed (including the Conditions), the Agency Agreement and the Bonds (including the Global Bond) shall be accordingly amended to “15 April 2026”;

references to “European Council Directive 2003/48/EC (as amended from time to time) or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income” or any law implementing or complying with such Directive shall be deleted from Conditions 6(e) and 7(c); and

Schedule 3 of the Trust Deed shall be updated to include provisions for meetings of Bondholders to be conducted as a virtual meeting or a hybrid meeting through the use of an electronic platform.

2. waives any breach of the Conditions and/or the Trust Deed (including, without limitation clauses 7.5 and 7.16 of the Trust Deed and Condition 3(f)), in respect of the failure by the Issuer to provide to the Trustee copies of its annual financial statements for the year ended 31 March 2021 (the **“2021 Audited Financial Statements”**), the Company’s annual financial statements for the year ended 31 March 2022 (the **“2022 Audited Financial Statements”**), the Company’s interim financial statements for the six months ended 30 September 2022 (the **“H1 2023 Financial Statements”**), the Company’s annual financial statements for the year ended 31 March 2023 (the **“2023 Audited Financial Statements”**) and the Company’s interim financial statements for the six months ended 30 September 2023 (the **“H1 2024 Financial Statements”**), (or any related documents, howsoever described, required to be delivered pursuant to the Conditions or the Trust Deed), in each case by the deadlines prescribed by the Conditions and/or the Trust Deed; provided that copies of the 2021 Audited Financial Statements, the 2022 Audited Financial Statements, the 2023 Audited Financial Statements and the H1 2024 Financial Statements are provided to the Trustee by 30 June 2023, 30 September 2023, 31 December 2023 and 31 March 2024, respectively,
3. waives any breach of the Conditions and/or the Trust Deed resulting from the failure by the Issuer to comply with the covenants set out in Condition 3(b) (*Financial Covenant (Leverage Ratio)*) and Condition 3(c)

(*Financial Covenant (Fixed Charge Cover Ratio)*) (together, the “**Financial Covenants**”)), and of any resultant Event of Default or Potential Event of Default) until 31 March 2024;

4. waives any Event of Default arising under Condition 8(b) (*Breach of other Obligations*), and any related breach of the Trust Deed, as a result of Eros Worldwide FZE, which is a guarantor under an overdraft facility provided to the Company’s Subsidiary, Eros International Limited, by the Bank of India (the “**Bank of India Facility**”), not having been added as a Subsidiary Guarantor (pursuant to and as required by Condition 2(c) (*Addition of Subsidiary Guarantors*)), provided that this Subsidiary is added as a Subsidiary Guarantor, in accordance with the terms of Condition 2(c) (*Addition of Subsidiary Guarantors*), by no later than 30 June 2023;
5. waives any Event of Default under Condition 8(c) (*Cross-Default*) and any Events of Default under Conditions 8(d) (*Enforcement Proceedings*) and 8(e) (*Security Enforced*), and any related breach of the Trust Deed, in each case arising (or which may arise) as a result of the repayment default by Eros International Limited in respect of a sum of approximately U.S.\$15.1 million under the Bank of India Facility;
6. waives any actual or potential breach of Clause 14.1 of the Trust Deed arising from Bondholders approving the Company appointing a trust corporation to replace U.S. Bank Trustees Limited as Trustee without Bondholder knowledge of the identity of the specific trust corporation to be appointed;
7. approves the appointment by the Issuer of a new trust corporation to replace the Trustee so as to ensure there is a functioning trustee with respect to the Bonds following the resignation of the Trustee (including the execution by the Issuer, such new trust corporation and, where applicable, the Trustee and/or Principal Paying Agent, of any deeds, instruments, agreements or other documents as may be necessary, desirable or appropriate to effect such appointment);
8. authorises, directs, requests and empowers the Trustee, the Issuer and, where applicable, the Principal Paying Agent to concur in the modifications referred to in paragraph (1) of this Extraordinary Resolution, the waivers referred to in paragraphs (2) to (6) and the approval referred to in paragraph (7) of this Extraordinary Resolution and, in order to give effect thereto and to implement the same, on or shortly after the passing of this Extraordinary Resolution and subject to the conditions set out in paragraph (9) below, to execute (without any requirement to request a legal opinion in relation thereto) the third supplemental trust deed (the “**Third Supplemental Trust Deed**”) and the second supplemental agency agreement (the “**Second Supplemental Agency Agreement**”) in each case substantially in the form of the respective drafts produced to this Meeting and for the purpose of identification signed by the chairman thereof with such amendments (if any) thereto as shall be required by the Issuer and approved by the Trustee and to concur in, and to execute and do, all such other deeds, instruments, acts and things as may be necessary, desirable or appropriate, in the sole discretion of the Trustee, to carry out and give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph (1) of this Extraordinary Resolution, the waivers referred to in paragraphs (2) to (6) and the approval referred to in paragraph (7) of this Extraordinary Resolution; and with respect to the Issuer to authorise, direct, request and empower the Principal Paying Agent to concur in the modifications referred to in paragraph (1) of this Extraordinary Resolution and, in order to give effect thereto and to implement the same, on or shortly after the passing of this Extraordinary Resolution and subject to the conditions set out in paragraph (9) below, to execute the Second Supplemental Agency Agreement;
9. approves, sanctions and consents to every abrogation, modification, compromise or arrangement in respect of the rights of the Bondholders appertaining to the Bonds against the Issuer, whether or not such rights arise under the Conditions, the Trust Deed, the Agency Agreement or otherwise involved in or resulting from or to be effected by, this Extraordinary Resolution or the modifications referred to in paragraph (1) of this Extraordinary Resolution, the waivers referred to in paragraphs (2) to (6) and the approval referred to in paragraph (7) of this Extraordinary Resolution, or the implementation of this Extraordinary Resolution;

10. assents to, approves and sanctions the execution of the Third Supplemental Trust Deed and the Second Supplemental Agency Agreement by the relevant parties thereto;
11. discharges, holds harmless, indemnifies and exonerates each of the Trustee and the Principal Paying Agent and the other paying agents (if any) and any new trust corporation appointed in accordance with the approval referred to in paragraph (7) of this Extraordinary Resolution) from all liability, costs and expenses for which it may have become or may become responsible or liable under the Trust Deed, the Agency Agreement or the Bonds in respect of any act or omission in connection with the Repurchase, the Consent Solicitation, the Proposals, the appointment of a new trust corporation as trustee or this Extraordinary Resolution and their implementation (including the modifications referred to in paragraph (1) of this Extraordinary Resolution, the waivers referred to in paragraphs (2) to (6) and the approval referred to in paragraph (7) of this Extraordinary Resolution), even if it is found that there is or was a defect in the constitution of this Meeting or the passing of this Extraordinary Resolution;
12. declares that the implementation of this Extraordinary Resolution shall be conditional on the Issuer not having previously terminated the Consent Solicitation in accordance with the provisions for such termination set out in the Repurchase and Consent Solicitation Memorandum;
13. waives any claim that we may have against the Trustee arising as a result of any losses, liabilities, damages, costs, fees, charges and expenses (including legal fees and taxes) (together "**Losses**") which we may suffer or incur as a result of the Trustee acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the Bondholders), and the Bondholders further confirm that we will not seek to hold the Trustee liable for any such Losses; and
14. acknowledges that, as used in this Extraordinary Resolution, (i) "**Consent Solicitation**" means the invitation by the Issuer to all Bondholders to consent to the Proposals as described in the Repurchase and Consent Solicitation Memorandum and as the same may be amended in accordance with its terms and (ii) "**Proposals**" means the modifications to the Conditions, the Trust Deed and the Agency Agreement as described in paragraph (1) of this Extraordinary Resolution, the waivers referred to in paragraphs (2) to (6) and the approval referred to in paragraph (7) of this Extraordinary Resolution, all as further described in the Repurchase and Consent Solicitation Memorandum."

CONSENT FEE

The Issuer will pay to the Bondholders from whom either:

- (i) a valid Repurchase Instruction, or
- (ii) a valid Voting Instruction voting for the Extraordinary Resolution,

is received by the Tender, Tabulation and Information Agent on or before the Final Deadline, the Consent Fee of £0.50 per £100 in nominal amount of the Bonds instructed.

Receipt of the Consent Fee shall be subject to (i) such Repurchase Instruction or Voting Instruction not being revoked (in the limited circumstances in which such revocation is permitted), (ii) the Extraordinary Resolution being duly passed and the Proposals being implemented and (iii) the Issuer not having previously terminated the Consent Solicitation or the Proposals in accordance with the provisions for such termination set out in the Repurchase and Consent Solicitation Memorandum, all as more fully described in this Repurchase and Consent Solicitation Memorandum.

Bondholders who have not delivered or arranged for the delivery of a Voting Instruction as provided above but who wish to attend and vote at the Meeting (or at an adjourned Meeting) in person or to make other arrangements to be represented or to vote at the Meeting (or at an adjourned Meeting) may do so in accordance with the voting and quorum procedures set out in this Notice and the provisions for meetings of Bondholders set out in Schedule 3 to the Trust Deed. However, such Bondholders will not be eligible to receive any Consent Fee.

GENERAL

Copies of the Trust Deed (including the Terms and Conditions of the Bonds), the Repurchase and Consent Solicitation Memorandum, the draft Third Supplemental Trust Deed and the draft Second Supplemental Agency Agreement referred to in the Extraordinary Resolution set out above and certain other relevant documents may be obtained from the Tender, Tabulation and Information Agent, the contact details for whom are set out below.

Any revised version of the draft Third Supplemental Trust Deed and/or Second Supplemental Agency Agreement made available as described above and marked to indicate changes to the draft made available on the date of this Notice will supersede the previous draft and the Bondholders will be deemed to have notice of such changes.

The attention of Bondholders is particularly drawn to the procedures for voting, quorum and other requirements for the passing of the Extraordinary Resolution at the Meeting or any meeting held following any adjournment of the Meeting, which are set out in paragraph 2 of "*Voting and Quorum*" below. Having regard to such requirements, Bondholders are strongly urged either to take steps to be represented at the Meeting (including by way of submitting Repurchase Instructions or Voting Instructions) as soon as possible or to attend the Meeting.

No Directors of the Issuer have interests in the securities described in this Notice.

VOTING AND QUORUM

Bondholders who have submitted and not revoked (in the limited circumstances in which revocation is permitted) either (i) a valid Repurchase Instruction, or (ii) a valid Voting Instruction, by which they will have given instructions for the appointment of one or more representatives of the Tender, Tabulation and Information Agent by the Principal Paying Agent as their proxy to vote in favour of or against (as specified in the relevant Voting Instruction) the Extraordinary Resolution at the Meeting (or any adjourned Meeting), need take no further action to be represented at the Meeting (or any adjourned Meeting).

Bondholders who have not submitted a Voting Instruction should take note of the provisions set out below detailing how such Bondholders can attend or take steps to be represented at the Meeting (references to which, for the purpose of such provisions, include, unless the context otherwise requires, any adjourned Meeting).

The provisions governing the convening and holding of a meeting of Bondholders are set out in Schedule 3 to the Trust Deed, a copy of which is available from the date of this Notice to the conclusion of the Meeting (or any adjourned Meeting) as set out above.

1 Each person (a “**beneficial owner**”) who is the owner of a particular nominal amount of the Bonds through Euroclear Bank SA/NV (“**Euroclear**”) or Clearstream Banking S.A. (“**Clearstream, Luxembourg**”), or a person who is shown in the records of Euroclear or Clearstream, Luxembourg as a holder of Bonds (a “**Direct Participant**”), should note that a beneficial owner will only be entitled to vote at the Meeting in accordance with the procedures set out below and where a beneficial owner is not a Direct Participant it will need to make the necessary arrangements, either directly or with the intermediary through which it holds its Bonds, for the Direct Participant to complete these procedures on its behalf.

A Bondholder wishing to attend the Meeting in person must produce at the Meeting a valid voting certificate issued by a Paying Agent relating to the Note(s) in respect of which he wishes to vote.

A Bondholder not wishing to attend and vote at the Meeting in person may give a voting instruction (by giving his voting instructions to Clearstream, Luxembourg and/or Euroclear or on a voting instruction form obtainable from the specified offices of any of the Principal Paying Agents set out below) instructing a Paying Agent to issue a block voting instruction to appoint a proxy to attend and vote at the Meeting in accordance with his instructions.

A Bondholder must request the relevant Clearing System to block the Bonds in his own account and to hold the same to the order or under the control of a Paying Agent not later than 48 hours before the time appointed for holding the Meeting in order to obtain voting certificates or give voting instructions in respect of the Meeting. Bonds so blocked will not be released until the earlier of:

- (a) if the Extraordinary Resolution is not passed and/or the Proposals will not be implemented, the conclusion of the Meeting (or, if applicable, any adjournment of such Meeting);
- (b) the date of any termination of the Consent Solicitation;
- (c) if the Extraordinary Resolution is passed and the Proposals implemented, the time of settlement on the Payment Date; and
- (d)
 - (i) in respect of voting certificate(s), the surrender to a Paying Agent of such voting certificate(s) and notification by the relevant Paying Agent to the relevant Clearing System of such surrender or the compliance in such other manner with the rules of the relevant Clearing System; or
 - (ii) in respect of voting instructions, not less than 48 hours before the time for which the Meeting (or, if applicable, any adjournment of such Meeting) is convened, the notification in writing of any revocation of a Bondholder’s previous instructions to the Principal Paying Agent and the

same then being notified in writing by the Principal Paying Agent to the Issuer and the Trustee at least 24 hours before the time appointed for holding the Meeting and such Bonds ceasing in accordance with the procedures of the relevant Clearing System and with the agreement of such Paying Agent to be held to its order or under its control.

- 2 The quorum required at the Meeting is two or more Bondholders or agents present in person holding voting certificates or being proxies and representing not less than 75 per cent. in aggregate nominal amount of the Bonds for the time being outstanding. If a quorum is not present at the Meeting, the Meeting will be adjourned and the Extraordinary Resolution will be considered at an adjourned Meeting (notice of which will be given to the Bondholders). The quorum at such an adjourned Meeting will be two or more Bondholders holding or representing not less than 25 per cent. in aggregate nominal amount of the Bonds for the time being outstanding.
- 3 If such quorum is not present within 15 minutes from the time initially fixed for a Meeting such Meeting shall be adjourned until such date, not less than 14 nor more than 42 days later and at a time and place as the chairman of the Meeting may decide. If a quorum is not present within 15 minutes from the time fixed for a Meeting so adjourned, the Meeting shall be dissolved.
- 4 Every question submitted to the Meeting will be decided on a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) duly demanded by the chairman of the Meeting or by the Issuer, the Trustee or by one or more persons present and representing in the aggregate not less than two per cent. of the nominal amount of the Bonds then outstanding. On a show of hands every person who is present in person and produces a voting certificate or is a proxy shall have one vote. On a poll every person who is so present shall have one vote in respect of each £100 in nominal amount of Bonds so produced or represented by the voting certificate so produced or in respect of which he is a proxy or representative. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way. In case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to any other votes which he may have.
- 5 To be passed, the Extraordinary Resolution requires a majority in favour consisting of not less than 75 per cent. of the votes cast at a Meeting. If passed, the Extraordinary Resolution will be binding upon all the Bondholders, whether or not present at such Meeting and whether or not voting and irrespective of whether they voted in favour or against the Extraordinary Resolution.
- 6 If passed, the Issuer shall give notice of the Extraordinary Resolution to Bondholders within 14 days of the Meeting, but failure to do so shall not invalidate the Extraordinary Resolution.

This Notice is given by:

Eros Media World PLC

First Names House
Victoria Road
Douglas IM2 4DF
Isle of Man

Dated 8 March 2023

TENDER, TABULATION AND INFORMATION AGENT

Kroll Issuer Services Limited

The Shard
32 London Bridge Street
London SE1 9SG

Bondholders should contact the Issuer and/or the Tender, Tabulation and Information Agent (details for each of which are set out below) for further information.

ISSUER

Eros Media World PLC
First Names House
Victoria Road
Douglas IM2 4DF
Isle of Man

Attention: Investor Relations Team
Email: Investors@ErosIntl.com

TENDER, TABULATION AND INFORMATION AGENT

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The Shard
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TRUSTEE

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PRINCIPAL PAYING AGENT

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