

MG01

Particulars of a mortgage or charge

019785/780



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please form MG01s

WEDNESDAY



LD4

"L1CG2EFL"

04/07/2012

#115

COMPANIES HOUSE

1

Company details

Company number

0 0 1 8 4 7 4 2

Company name in full

Dix Limited (the "Chargor")

3

For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d9 m0 m6 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture dated 29 June 2012 (the "Debenture") and entered into between the Chargor and UBS AG, Stamford Branch as collateral agent for itself and the other Secured Parties (as defined on continuation page 13 of Part 6 of this Form MG01) (the "Chargee").

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The Secured Obligations

(For definitions of capitalised terms used in this Form MG01, please see continuation pages 1 to 15 of Part 6 of this Form MG01.)

Continuation page

Please use a continuation page if you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name UBS AG, Stamford Branch

Address 677 Washington Blvd.

Stamford, CT 06901, USA

Postcode Name Address Postcode **6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

1. CHARGING PROVISIONS**1.1 Specific Security**

The Chargor, as continuing security for the payment of the Secured Obligations, charged in favour of the Chargee with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage**(i)** all Material Real Property now belonging to or vested in it, and**(ii)** all the Shares and Investments and all corresponding Related Rights,**(b) by way of first fixed charge.****(i)** all other interests (not effectively charged under Clause 3.1(a) of the Debenture as set out in Clause 1.1(a) (*Specific Security*) of this form MG01 in any Property and the benefit of all other agreements relating to land,**(ii)** all of its right, title and interest in the Charged Intellectual Property,**(iii)** all of its right, title and interest in the IP Income,**(iv)** all of its right, title and interest in the Equipment,

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- (v) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
- (vi) all Intragroup Receivables and all rights and claims against third parties in respect of those Intragroup Receivables,
- (vii) all Other Debts and all rights and claims against third parties in respect of those Other Debts,
- (viii) all of its rights and interest in the Secured Hedge Agreements and Secured Cash Management Agreements to the extent that the same are governed by English law,
- (ix) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
- (x) its goodwill and uncalled capital, and
- (xi) if not effectively assigned by Clause 3.3 of the Debenture as set out in Clause 1.3 (*Security Assignment*) of this form MG01, all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements,

provided that the mortgages and charges referred to above shall not extend to the Excluded Property

1.2 Floating Charge

As further continuing security for the payment of the Secured Obligations, the Chargor charged with full title guarantee in favour of the Chargee by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 3.1 of the Debenture as set out in Clause 1.1 (*Specific Security*) of this form MG01 or assigned under Clause 3.3 of the Debenture as set out in Clause 1.3 (*Security Assignment*) of this form MG01

1.3 Security Assignment

As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely with full title guarantee to the Chargee all its rights, title and interest in

- (a) the Insurance Policies, and
- (b) the Assigned Agreements,

subject in each case to reassignment by the Chargee to the Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations. Except upon the occurrence of an Enforcement Event and for so long as such Enforcement Event is continuing, the Chargor may continue to deal with the counterparties to the relevant Insurance Policy or Assignment Agreement

1.4 Conversion of Floating Charge

- (a) The Chargee may, by written notice to the Chargor, convert the floating charge

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created under the Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if

- (i) an Enforcemet Event has occurred, or
 - (ii) the Chargee (acting reasonably) is of the view that any asset charged under the floating charge created under this Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or any such asset is otherwise in jeopardy, or
 - (iii) the Chargee reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under this Debenture
- (b) The floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of the Chargor which are subject to the floating charge created under the Debenture, if
- (i) the members of the Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor,
 - (ii) the Chargor creates, or purports to create, Security (except as permitted by the Loan Documents or with the prior consent of the Chargee) on or over any asset which is subject to the floating charge created under the Debenture,
 - (iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset, or
 - (iv) if any other floating charge created by the Chargor crystallises for any reason.
- (c) Upon the conversion of any floating charge pursuant to Clause 3 4 of the Debenture as set out in Clause 1.4 (*Conversion of Floating Charge*) of this form MG01, the Chargor shall, at its own expense, immediately upon request by the Chargee execute a fixed charge or legal assignment in such form as the Chargee may require on terms substantially similar to the terms of this deed

1.5 Property Restricting Charging

There was excluded from the charge created by Clause 3 1 of the Debenture as set out in Clause 1 1 (*Specific Security*) of this form MG01, Clause 3.2 of the Debenture as set out in Clause 1 2 (*Floating Charge*) of this form MG01 and Clause 3.3 of the Debenture as set out in Clause 1 3 (*Security Assignment*) of this form MG01 and from the operation of Clause 3 4(a) of the Debenture as set out in Clause 1 4(a) (*Conversion of Floating Charge*) of this form MG01, Clause 4 of the Debenture as set out in Clause 2 (*Further Assurance*) of this form MG01, Clause 5 of the Debenture as set out in Clause 3 (*Negative Pledge*) of this form MG01, Clause 6 (*Representations and Warranties*) of the Debenture, Clause 7 (*Protection*

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of Security) of the Debenture and Clause 8 (*Undertakings*) of the Debenture

- (a) any leasehold property held by the Chargor,
- (b) any Material Real Property specified in Schedule 6 13(c) of the Credit Agreement,
- (c) any Intellectual Property listed in the schedules to the Debenture in which the Chargor has any right, title or interest under any licence or is subject to a term in any other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its right, title or interest in that Intellectual Property, unless the relevant condition or waiver has been satisfied or obtained, and
- (d) any Excluded Property

2. FURTHER ASSURANCE

2.1 Subject to the limitations and exceptions set forth in the definition of Collateral and Guarantee Requirement, the Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in the Debenture) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require)

- (a) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Chargee, any Receiver or the other Secured Parties provided by or pursuant to the Debenture or by law;
- (b) to confer on the Chargee, or on the Secured Parties, Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Debenture.

2.2 Subject to the limitations and exceptions set forth in the definition of Collateral and Guarantee Requirements, the Chargor shall take all such action as is available to it (including making all filings and registrations and the service of notices) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Chargee or the Secured Parties by or pursuant to the Debenture

2.3 Notwithstanding the foregoing provisions of Clause 4 of the Debenture as set out in Clause 2 (*Further Assurance*) of this form MG01 or elsewhere in the Debenture (including, without limitation, Clause 7.4 (*Protection and Registration of Intellectual Property*) of the Debenture and Clause 8.3 (*Intellectual Property*) of the Debenture), save for the Top 2000 Compositions which shall be recorded at the US Copyright Office, nothing in the Debenture shall require the Chargor to record, register, complete or perfect the Secured Parties' interests in any Copyrights

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Short particulars	<p>3. NEGATIVE PLEDGE</p> <p>Subject to Clause 7 4 (<i>Protection and Registration of Intellectual Property</i>) of the Debenture, no Chargor may</p> <ul style="list-style-type: none"> (a) create or agree to create or permit to subsist any Lien over all or any part of the Charged Property, (b) sell, assign, novate, transfer, license, sub-license, lease out, lend, allow to lapse, abandon or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3 2 of the Debenture as set out in Clause 1 2 (<i>Floating Charge</i>) of this form MG01 on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or (c) dispose of the equity of redemption in respect of all or any part of the Charged Property, <p>except as permitted by the Loan Documents or with the prior consent of the Chargee provided that in the event that the Chargor sell or otherwise dispose of assets as permitted by the Loan Documents or by the Chargee, and such assets are or include any of the Charged Property, upon the request of the Chargor, the Chargee shall release such Charged Property to the Chargor free and clear of the Security created by the Debenture concurrently with the consummation of such sale.</p> <p>4. CONTINUING SECURITY</p> <p>4.1 Continuing Security</p> <p>The Security constituted by the Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing</p> <p>4.2 Other Security</p> <p>The Security constituted by the Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Chargee and/or any other Secured Party may now or after the date of the Debenture hold for any of the Secured Obligations, and this Security may be enforced against the Chargor without first having recourse to any other rights of the Chargee or any other Secured Party</p> <p>5. POWER OF ATTORNEY</p> <p>The Chargor, by way of security, has irrevocably and severally appointed the Chargee, each Receiver and any person nominated for the purpose by the Chargee or any Receiver (in writing and signed by an officer of the Chargee or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf at any time following an Enforcement Event and the Chargee having notified the Chargor that it intends to exercise such rights, except that such notice shall not be required following the occurrence of a Bankruptcy Event of Default, or pursuant to the Chargee's power to remedy arising under</p>	

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Short particulars	<p>Clause 9 1 (<i>Power to Remedy</i>) of the Debenture, to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Debenture, or which may be required to enable the exercise of any rights or powers conferred on the Chargee or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture, and the Chargor covenants with the Chargee and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.</p> <p>DEFINITIONS</p> <p>Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following words when used in this Form MG01 (including these continuation pages of this Form MG01) shall have the following meanings</p> <p>"Acquisition Agreement" has the meaning given to it in the Credit Agreement,</p> <p>"Additional Lender" means, at any time, any bank, financial institution or other institutional lender or investor that, in any case, is not an existing Lender and that agrees to provide any portion of any (a) Incremental Loan in accordance with Section 2.14 of the Credit Agreement or (b) Credit Agreement Refinancing Indebtedness pursuant to a Refinancing Amendment in accordance with Section 2 15 of the Credit Agreement, <i>provided</i> that each Additional Lender (other than any Person that is a Lender, an Affiliate of a Lender or an Approved Fund of a Lender at such time) shall be subject to the approval of the Administrative Agent (such consent not to be unreasonably withheld or delayed), in each case to the extent any such consent would be required from the Administrative Agent under Section 10 07(b)(iii)(B) of the Credit Agreement for an assignment of Loans to such Additional Lender and in the case of any New Revolving Credit Commitments with respect to the Revolving Credit Facility, the Swing Line Lender and each applicable L/C Issuer, solely to the extent such consent would be required for any assignment to any such Lender,</p> <p>"Administration Agreement" means that certain Administration Agreement, dated as of the Closing Date, between Sony/ATV and Holdings, as the same may be amended from time to time,</p> <p>"Administrative Agent" means UBS AG, Stamford Branch, in its capacity as administrative agent and collateral agent under the Loan Documents, or any successor administrative agent and collateral agent,</p> <p>"Administrator Intercreditor Agreement" means that certain Administrator Intercreditor Agreement, dated as of the Closing Date, between Holdings, the Company, EMIGNAH, UBS and Sony/ATV, in form and substance reasonably satisfactory to the Administrative Agent, as the same may be amended from time to time;</p> <p>"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise "Controlling" and "Controlled" have meanings correlative thereto For the avoidance of doubt, none of the Lead Arranger, the Agents or their respective lending affiliates or any entity acting as an L/C Issuer hereunder shall be deemed to be an Affiliate of Holdings, the Borrowers or any of their respective Subsidiaries For the avoidance of doubt, each direct or indirect Subsidiary of SCA shall be deemed to be an Affiliate of Holdings for</p>

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Short particulars	<p>purposes of Section 7 08 of the Credit Agreement,</p> <p>"Agent" has the meaning given to it in the Credit Agreement,</p> <p>"Approved Fund" means, with respect to any Lender, any Fund that is administered, advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages such Lender,</p> <p>"Assigned Agreements" means the Acquisition Agreement, the Intercompany Loan Agreement and any other agreement designated as an Assigned Agreement by the Company and the Chargee,</p> <p>"Attorney Costs" means all actual and documented out-of-pocket fees, expenses and disbursements of any law firm or other external legal counsel,</p> <p>"Bankruptcy Event of Default" means any Event of Default by a Loan Party under Section 8 01(f) (<i>Insolvency Proceedings, Etc</i>) of the Credit Agreement,</p> <p>"Borrowers" means MTL Publishing LLC and EMI Group North America Holdings, Inc ,</p> <p>"Capitalized Leases" means all leases that have been or are required to be, in accordance with GAAP, recorded as capitalized leases, <i>provided</i> that for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability in accordance with GAAP,</p> <p>"Cash Management Bank" means any Person that is a Lender or an Affiliate of a Lender at the time it initially provides any Cash Management Services under a Secured Cash Management Agreement, whether or not such Person subsequently ceases to be a Lender or an Affiliate of a Lender,</p> <p>"Cash Management Services" means any agreement or arrangement to provide cash management services, including treasury, depository, overdraft, credit card processing, credit or debit card, purchase card, electronic funds transfer and other cash management arrangements,</p> <p>"Charge" has the meaning set out in Section 3 of this MG01,</p> <p>"Charged Intellectual Property" means any Intellectual Property owned by the Chargor from time to time, including (but not limited to) the Intellectual Property specified in Schedule 4 (<i>Charged Intellectual Property</i>) of the Debenture (as updated from time to time), any Intellectual Property owned by the Chargor in the Top 2000 Compositions, any acquired Intellectual Property as notified pursuant to Clause 8 3 of the Debenture, and as specified in any relevant Security Accession Deed,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Chargee by the Debenture,</p> <p>"Chargee" means UBS AG, Stamford Branch as collateral agent for itself and the other Secured Parties,</p> <p>"Chargor" has the meaning set out in Section 1 of this MG01,</p> <p>"Closing Date" means the date on which all the conditions precedent in Section 4 01 of the Credit</p>	

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Agreement are satisfied or waived in accordance with Section 10.01 of the Credit Agreement,

"Collateral Agent" means UBS AG, Stamford Branch,

"Collateral and Guarantee Requirement" has the meaning given to it in the Credit Agreement,

"Collateral Documents" means, collectively, the Security Agreements, the Intellectual Property Security Agreements, the Mortgages, collateral assignments, Security Agreement Supplements, pledge agreements or other similar agreements required to be delivered to the Agents and the Lenders pursuant to Sections 4.01, 6.11 or 6.13, the Guaranty, the First Lien Intercreditor Agreement (if any), the Second Lien Intercreditor Agreement (if any) and each of the other agreements, instruments or documents executed by a Loan Party that creates or purports to create a Lien or Guarantee in favor of the Administrative Agent for the benefit of the Secured Parties to secure payment or performance of the Obligations,

"Company" means BW Publishing Limited, a company incorporated in England and Wales with registered number 07830888,

"Copyrights" means (a) any and all copyright rights in any work subject to the copyright laws of the United States or any other country, city, state or political subdivision thereof, whether statutory or common law, whether registered or unregistered and whether published or unpublished, (b) any and all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office and any and all (i) rights and privileges arising under applicable Law with respect to such copyrights including termination or transfer rights, reversionary interests, reversion rights and restoration rights and (ii) reissues, renewals, and extensions thereof and amendments thereto,

"Credit Agreement" means the credit agreement dated on or around the date of the Debenture and entered into between, among others, MTL Publishing LLC, DH Publishing L.P., the Administrative Agent and the Lenders,

"Credit Agreement Refinancing Indebtedness" has the meaning given to it in the Credit Agreement,

"Debenture" has the meaning set out in Section 3 of this MG01;

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, administration, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally,

"EMIGNAH" means EMI Music Publishing Group North America Holdings Inc ;

"Enforcement Event" means an Event of Default which has occurred and is continuing;

"Equipment" means all plant, machinery, computers, office and other equipment, furnishings and vehicles together with any spare parts, replacements or modifications and the benefit of all

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Short particulars	<p>contracts, licences and warranties relating thereto,</p> <p>“Event of Default” has the meaning specified in Section 8 01 of the Credit Agreement,</p> <p>“Excluded Equity Interests” has the meaning assigned to such term in Section 2 01 the US Security Agreement,</p> <p>“Excluded Property” has the meaning assigned to such term in Section 3 01(a) of the US Security Agreement,</p> <p>“Excluded Subsidiary” has the meaning given to it in the Credit Agreement;</p> <p>“Extension Offer” has the meaning specified in Section 2 16(a) of the Credit Agreement;</p> <p>“Fee Letter” means that certain fee letter, dated November 11, 2011, by and among UBS Loan Finance LLC, UBS Securities LLC, GSO, Guggenheim Corporate Funding LLC and the Company,</p> <p>“First Lien Intercreditor Agreement” has the meaning given to it in the Credit Agreement,</p> <p>“Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities;</p> <p>“GAAP” has the meaning given to it in the Credit Agreement,</p> <p>“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank),</p> <p>“Guarantee” means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien), <i>provided</i> that the term “Guarantee” shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in</p>	

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Short particulars	<p>connection with any acquisition or disposition of assets permitted under the Credit Agreement (other than such obligations with respect to Indebtedness) The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith The term "Guarantee" as a verb has a corresponding meaning,</p> <p>"Guarantors" shall mean (i) as of the Closing Date, each of the entities listed on Schedule 1.01-C of the Credit Agreement and (ii) from and after the Closing Date, each other Person who guarantees the Obligations in accordance with Section 6 11 of the Credit Agreement, 6 13 of the Credit Agreement and the Collateral and Guarantee Requirements For avoidance of doubt, the Borrowers may cause any Restricted Subsidiary that is not a Guarantor to Guarantee the Obligations by causing such Restricted Subsidiary to execute a joinder to the Guaranty, and, from and after the Closing Date, any such Restricted Subsidiary that is not an Excluded Subsidiary shall be a Guarantor hereunder for all purposes,</p> <p>"Guaranty" means the guaranty made by Holdings, the Borrowers and the other Guarantors in favor of the Administrative Agent on behalf of the Secured Parties pursuant to clause (b) of the definition of "Collateral and Guarantee Requirement," in form and substance reasonably satisfactory to the Administrative Agent, and each supplement thereto,</p> <p>"Hedge Bank" means any Person party to a Secured Hedge Agreement that is an Agent, a Lender, or an Affiliate of any of the foregoing on the Closing Date or at the time it enters into such Secured Hedge Agreement, in its capacity as a party thereto, whether or not such Person subsequently ceases to be an Agent, a Lender or an Affiliate of any of the foregoing;</p> <p>"Holdings" means DH Publishing, L P , a Cayman Islands exempted limited partnership, acting by its general partner, DH Publishing GP Limited,</p> <p>"Incremental Joinder Agreement" has the meaning specified in Section 2 14(a) of the Credit Agreement,</p> <p>"Incremental Loan" has the meaning given to it in the Credit Agreement,</p> <p>"Indebtedness" has the meaning given to it in the Credit Agreement,</p> <p>"Insurance Policies" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, notified by the Chargor to the Chargee in accordance Section 6 16 (<i>Post-Closing Matters</i>) of the Credit Agreement (or as specified in any relevant Security Accession Deed) but excluding any third party liability or public liability insurance and any directors' and officers' insurance,</p> <p>"Intellectual Property" means any patents, trade marks, service marks, trade names, internet domain names, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, rights protecting confidential information, knowhow, rights protecting goodwill and reputation and any other rights and forms of protection of a similar nature or effect anywhere in the world (which may now or in the future subsist) and any interest (including by way of licence) in any of the foregoing, in each case whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, and any</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>other interest or rights derived from or incidental to the aforementioned rights (excluding IP Income),</p> <p>"Intellectual Property Security Agreements" means each Intellectual Property Mortgage and each other security agreement in respect of Intellectual Property executed pursuant to the Collateral and Guarantee Requirement and each other Security Agreement,</p> <p>"Intellectual Property Mortgages" means copyright security agreements made by the Loan Parties in favor or for the benefit of the Administrative Agent on behalf of the Lenders in form and substance reasonably satisfactory to the Administrative Agent and executed and delivered pursuant to Sections 6.11 and 6.13 of the Credit Agreement,</p> <p>"Intercompany Loan Agreement" means the intercompany loan agreement between MP Granite Limited as lender and EMI Music Publishing Netherlands Holdings BV as borrower, dated the date of the Debenture,</p> <p>"Intragroup Receivables" means, in relation to the Chargor, all debts owed to the Chargor from time to time by, and all monetary claims of the Chargor from time to time against, any of the Chargor's Affiliates,</p> <p>"Investment" means any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (including rights to subscribe for, convert into or otherwise acquire the same) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Shares) and including but not limited to the investments, if any, specified in Schedule 3 (<i>Shares and Investments</i>) of the Debenture and as specified in any relevant Security Accession Deed,</p> <p>"IP Income" means all monies paid or payable to the Chargor under licences out of its Charged Intellectual Property and any other future fees, royalties and other income or rights derived under any licences or other agreements relating to the Charged Intellectual Property and any damages or other compensation paid or payable in relation to any infringement or misappropriation of the Charged Intellectual Property;</p> <p>"Issuer Documents" means, with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by an L/C Issuer and either Borrower (or any of its respective Subsidiaries) or in favor of such L/C Issuer and relating to such Letter of Credit,</p> <p>"L/C Issuer" means UBS AG, Stamford Branch and any other Lender that becomes a L/C Issuer in accordance with Section 2.03(1) of the Credit Agreement, in each case, in its capacity as an issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder,</p> <p>"Lead Arranger" means UBS Securities LLC in its capacity as sole lead arranger and sole bookrunner under the Credit Agreement,</p> <p>"Lender" has the meaning specified in the introductory paragraph to the Credit Agreement and, as the context requires, includes an L/C Issuer and the Swing Line Lender, and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a "Lender." For avoidance of doubt, each Additional Lender shall also be referred to herein as a "Lender" to the</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

extent any such Person has executed and delivered a Refinancing Amendment or an Incremental Joinder Agreement, as the case may be, and to the extent such Refinancing Amendment or Incremental Joinder Agreement shall have become effective in accordance with the terms hereof and thereof. As of the Closing Date, Schedule 2 01 and Schedule 2 01-A of the Credit Agreement set forth the name of each Lender,

"Letter of Credit" means any letter of credit issued under the Credit Agreement. A Letter of Credit may be a commercial letter of credit or a standby letter of credit,

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the relevant L/C Issuer;

"Lien" means any mortgage, pledge, hypothecation, assignment, conditional assignment, assignment for security purposes, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real or personal property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing), *provided* that in no event shall an operating lease or the Administration Agreement in and of itself be deemed a Lien;

"Loan" means an extension of credit by a Lender to the Borrowers under Article II,

"Loan Documents" means, collectively, (a) the Credit Agreement, (b) the Notes, (c) the Administrator Intercreditor Agreement, (d) any Refinancing Amendment, Incremental Joinder Agreement or Extension Offer, (e) the Guaranty, (f) the Collateral Documents, (g) the Fee Letter and (h) the Issuer Documents,

"Loan Parties" means, collectively, (a) Holdings, (b) the Borrowers and (c) each other Guarantor,

"Material Real Property" means any real property owned by any Loan Party with a fair market value in excess of \$5,000,000,

"Mortgages" means collectively, the Intellectual Property Mortgages and the Real Property Mortgages,

"New Revolving Credit Commitments" has the meaning specified in Section 2 14(a) of the Credit Agreement,

"New Revolving Credit Lender" has the meaning specified in Section 2 14(a) of the Credit Agreement,

"New Term Lender" has the meaning specified in Section 2 14(a) of the Credit Agreement,

"Note" means a Term Note, Revolving Credit Note of any Borrower payable to any Lender or its registered assigns, evidencing the aggregate Indebtedness of such Borrower to such Lender resulting from the Loans made by such Lender,

"Obligations" means all (a) advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent,

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, (b) obligations of any Loan Party arising under any Secured Hedge Agreement and (c) obligations of any Loan Party arising under any Secured Cash Management Agreements. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents (and any of their Subsidiaries to the extent they have obligations under the Loan Documents) include the obligation (including guarantee obligations) to pay principal, interest, Letter of Credit reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts payable by any Loan Party under any Loan Document,

"Other Debts" means all debts and monetary claims (other than Trading Receivables and Intragroup Receivables),

"Person" means any natural person, corporation, limited liability company, trust, estate, joint venture, association, company, partnership (including any exempted limited partnership), Governmental Authority or other entity,

"Property" means all Material Real Property from time to time owned by the Chargor or in which the Chargor is otherwise interested, and shall include

- (a) the proceeds of sale of all or any part of such property,
- (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property,
- (c) all money received by or payable to the Chargor in respect of such property, and
- (d) all buildings, fixtures and fittings from time to time on such property,

including, but not limited to the property, if any, specified in a Schedule 2 (*Properties*) of the Debenture and as specified in any relevant Security Accession Deed,

"Real Property Mortgages" means collectively, the deeds of trust, trust deeds, hypothecs, real property mortgages made by the Loan Parties in favor or for the benefit of the Administrative Agent on behalf of the Lenders in form and substance reasonably satisfactory to the Administrative Agent executed and delivered pursuant to Sections 6.11 and 6.13 of the Credit Agreement,

"Receiver" means an administrator, a receiver and manager or (if the Chargee so specifies in the relevant appointment) receiver in each case appointed under the Debenture,

"Refinancing Amendment" means an amendment to the Credit Agreement executed by each of (a) the Borrowers and Holdings, (b) the Administrative Agent and (c) each New Revolving Credit Lender or New Term Lender that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto, in accordance with Section 2.15 of the Credit Agreement,

"Related Rights" means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Restricted Subsidiary" means any Subsidiary of Holdings other than any Unrestricted Subsidiary;</p> <p>"Revolving Credit Facility" has the meaning given to it in the Credit Agreement,</p> <p>"Revolving Credit Note" has the meaning given to it in the Credit Agreement,</p> <p>"Second Lien Intercreditor Agreement" has the meaning given to it in the Credit Agreement,</p> <p>"Secured Cash Management Agreement" means any agreement for the provision of Cash Management Services that is entered into by and between any Loan Party and any Cash Management Bank, and in the case of such agreements with any Restricted Subsidiary which is not a Loan Party designated in writing by the Cash Management Bank to the Administrative Agent as a "Secured Cash Management Agreement",</p> <p>"Secured Hedge Agreement" means any Swap Contract permitted under Section 7 03(f) of the Credit Agreement that is entered into by and between any Loan Party and any Hedge Bank, and designated in writing by the Hedge Bank to the Administrative Agent as a "Secured Hedge Agreement",</p> <p>"Secured Obligations" means the Obligations as defined in the Credit Agreement, whether outstanding on the date of the Debenture or extended or arising from time to time after the date of the Debenture, except for any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006,</p> <p>"Secured Parties" means, collectively, the Chargee, the Lenders from time to time, each Hedge Bank from time to time, each Cash Management Bank from time to time, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Chargee from time to time pursuant to Section 9 01(c) (<i>Appointment and Authority of the Administrative Agent</i>) of the Credit Agreement and any Receiver,</p> <p>"Security Accession Deed" means a deed executed by any Loan Party substantially in the form set out in Schedule 6 (<i>Form of Security Accession Deed</i>) of the Debenture, with those amendments which the Chargee may approve or reasonably require,</p> <p>"Security" means a mortgage, charge, pledge or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Agreements" means, collectively, each Security Agreement executed by the Loan Parties, in form and substance reasonably satisfactory to the Collateral Agent, together with each other Security Agreement Supplement executed and delivered pursuant to Section 6 11 of the Credit Agreement,</p> <p>"Security Agreement Supplement" has the meaning specified in the Security Agreement;</p> <p>"Shares" means all shares owned by the Chargor in its Subsidiaries incorporated in England and Wales including but not limited to the shares, if any, specified in Schedule 3 (<i>Shares and</i></p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><i>Investments</i>) of the Debenture and as specified in any relevant Security Accession Deed but excluding any Excluded Equity Interests,</p> <p>“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity (excluding, for the avoidance of doubt, charitable foundations) of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person Unless otherwise specified, all references herein to a “Subsidiary” or to “Subsidiaries” shall refer to a Subsidiary or Subsidiaries of the Borrower,</p> <p>“Supplemental Administrative Agent” and “Supplemental Administrative Agents” have the meanings specified in Section 9 12(a) of the Credit Agreement,</p> <p>“Swap Contract” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc , any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement,</p> <p>“Swing Line Lender” means UBS AG, Stamford Branch in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder,</p> <p>“Swing Line Loans” has the meaning given to it in the Credit Agreement,</p> <p>“Term Note” has the meaning given to it in the Credit Agreement;</p> <p>“Top 2000 Compositions” means the list of compositions set out as an annex to the copyright security agreement dated the date of the Debenture between the US grantors, the UK grantors and the Administrative Agent , as such list shall be updated by way of reports delivered pursuant to Section 6 02(e) (<i>Certificates, Other Information</i>) of the Credit Agreement,</p> <p>“Trading Receivables” means all book and other debts arising in the ordinary course of trading,</p> <p>“Unrestricted Subsidiary” has the meaning given to it in the Credit Agreement, and</p> <p>“US Security Agreement” means a security agreement governed by New York law dated on or around the date hereof entered into between, among others, MTL Publishing LLC as the Borrower, DH Publishing L P as Holdings and UBS AG, Stamford Branch as Administrative Agent, the</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	proceeds of sale of all or any part of such property	

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Particulars of a mortgage or charge

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X Latham & Watkin

X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Joanna Macintosh**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

London

Post town

County/Region

Postcode **E C 2 M 3 X F**

Country **UK**

DX

Telephone **0207 710 4686**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 184742
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 JUNE 2012
AND CREATED BY DIX LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY LOAN PARTY ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 4 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JULY 2012

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