

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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30/01/2008

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COMPANIES HOUSE

The assistance is for the purpose of ~~XXXXXX~~ [reducing or discharging a liability incurred for the purpose of that acquisition] † (note 1)

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

The number and class of the shares acquired or to be acquired is See Annex 2

The assistance is to be given to (note 2) Maltby Acquisitions Limited (formerly known as Maltby Limited) (Company No. 06226803) (the "Purchaser") with registered office at 27 Wrights Lane, London W8 5SW

The assistance will take the form of

See Annex 3

The person who [has acquired] ~~XXXXXX~~ † the shares is

The Purchaser

† delete as
appropriate

The principal terms on which the assistance will be given are

See Annex 4

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ See Annex 5

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within 8 weeks of the date hereof

~~X~~We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

(a) ~~We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]~~* (note 3)

[illegible]

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

WEIL, GOTSHAL & MANGES
ONE SOUTH PLACE
LONDON
EC2M 2WG

Declarants to sign below

Day Month Year
on 23 01 2008

before me JOSEPH R. BARRERA
Solicitor
A Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on
a Commissioner for Oaths

P
24
Stephen L. Alexander

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form
- 5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland -

**The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB**

Virgin Records Limited

(the "Company")

Company Number 01070953

This is Annex 1 to the statutory declaration in Companies Form 155(6)b made by all directors of the Company in respect of the financial assistance to be given by the Company's subsidiary, Themes International (Music) Limited (the "Subsidiary")

Full Name	Address
Stephen Harold Alexander	39 Wandle Road London SW17 7DL
Riaz Punja	Apartment 31 Albert Bridge House 127 Albert Bridge Road London SW11 4PA
Christopher Roling	82 Oak End Way Gerrards Cross Buckinghamshire SL9 8DB

Virgin Records Limited

(the “Company”)

Company Number 01070953

This is Annex 2 to the statutory declaration in Companies Form 155(6)b made by all directors of the Company in respect of the financial assistance to be given by the Company’s subsidiary, Themes International (Music) Limited (the “Subsidiary”)

The number and class of shares acquired is 821,336,701 ordinary shares of GBP 0.14 each

Virgin Records Limited

(the “Company”)

Company Number 01070953

This is Annex 3 to the statutory declaration in Companies Form 155(6)b made by all directors of the Company in respect of the financial assistance to be given by the Company’s subsidiary, Themes International (Music) Limited (the “Subsidiary”)

Maltby Acquisitions Limited (formerly known as Maltby Limited) acquired the entire issued share capital of the Company’s holding company, EMI Group Limited (the “**Target**”) pursuant to the terms of an offer to the shareholders of the Target (the “**Acquisition**”) For the purposes of funding the Acquisition, Maltby Acquisitions Limited (formerly known as Maltby Limited) entered into the following financing agreements

- (i) a £1,175,000,000 senior facilities agreement dated 13 August 2007 with Citigroup Global Markets Limited as Mandated Lead Arranger, Citibank International Plc as Agent and Citibank, N A , London Branch as Issuing Bank and Security Agent pursuant to which the Lenders (as defined therein) agreed to provide certain credit facilities (as amended, supplemented, novated, extended, restated or varied from time to time, the “**Senior Facilities Agreement**”),
- (ii) a £155,000,000 mezzanine facility agreement dated 13 August 2007 with Citigroup Global Markets Limited as Mandated Lead Arranger, Citibank International Plc as Agent and Citibank, N A., London Branch as Security Agent pursuant to which the Lenders (as defined therein) agreed to provide a term loan facility (as amended, supplemented, novated, extended, restated or varied from time to time, the “**Mezzanine Facility Agreement**”), and
- (iii) a £1,410,000,000 securitisation bridge facility agreement dated 13 August 2007 with Citigroup Global Markets Limited as Mandated Lead Arranger, Citibank International Plc as Agent and Citibank, N A., London Branch as Security Agent pursuant to which the Lenders (as defined therein) agreed to provide a term loan facility (as amended, supplemented, novated, extended, restated or varied from time to time, the “**Securitisation Bridge Facility Agreement**”)

The Senior Facilities Agreement, the Mezzanine Facility Agreement and the Securitisation Bridge Facility Agreement are together referred to as the “**Facilities Agreements**”

The financial assistance given by the Subsidiary will take the form of the entry into by the Subsidiary of the following

- (i) an accession letter so as to accede to the Senior Facilities Agreement and be bound by its terms as a guarantor (the “**Senior Accession Letter**”),
- (ii) an accession letter so as to accede to the Mezzanine Facility Agreement and be bound by its terms as a guarantor (the “**Mezzanine Accession Letter**”);
- (iii) an accession letter so as to accede to the Securitisation Bridge Facility Agreement and be bound by its terms as a guarantor (the “**Securitisation Accession Letter**” and together with the Senior Accession Letter and the Mezzanine Accession Letter, the “**Accession Letters**”),
- (iv) a deed of accession and charge made between the Subsidiary and Citibank N A , London Branch as Security Agent (the “**Deed of Accession**”) pursuant to which the Subsidiary will accede to an English law governed debenture dated 30 August 2007 (as amended, supplemented, novated, extended, restated or varied from time to time, the “**Debenture**”) and made between, amongst others, Maltby Acquisitions Limited (formerly known as Maltby Limited) and Citibank, N.A , London Branch as Security Agent and will create fixed and floating charges over all or substantially all of its assets and undertake in favour of Citibank, N A , London Branch as Security Agent (for the lenders) as security for the payment and discharge of all obligations of the Obligors under the Finance Documents;
- (v) a deed of accession made between the Subsidiary and the Security Agent (the “**Intercreditor Accession Deed**”) to an intercreditor agreement dated 30 August 2007 made between amongst others the Obligors, the Agent, the Security Agent, the Lenders, the Ancillary Lenders and the Hedge Counterparties (as amended, supplemented, novated, extended, restated or varied from time to time, the “**Intercreditor Agreement**”) pursuant to which the Subsidiary will agree to be bound by the terms of the Intercreditor Agreement as an obligor, intra-group lender and intra-group borrower;
- (vi) a deed of trust (as amended, supplemented, novated, extended, restated or varied from time to time) (the “**Trust**”) whereby the Subsidiary holds trust assets (comprising certain types of Music Contracts and Exploitation Contracts as more particularly described and on terms and conditions provided therein) on trust for the benefit of an Affiliate in the Group, and
- (vii) a loan agreement (as amended, supplemented, novated, extended, restated or varied from time to time) (the “**Intra-Group Loan Agreement**”) between, *inter alios*, the Company and certain other Group Subsidiaries as lenders (the “**Intra-Group Lenders**”) and the Purchaser and Maltby Investments Limited as borrowers (the “**Intra-Group Borrowers**”) pursuant to which the Intra-Group Lenders will make available to the Intra-Group Borrowers intra-group facilities to

be used by the Intra-Group Borrowers to, *inter alia*, meet their payment obligations under the Finance Documents and the repayment of shareholder loans made by the Investors

For all other definitions please see Annex 6.

Virgin Records Limited

(the "Company")

Company Number 01070953

This is Annex 4 to the statutory declaration in Companies Form 155(6)b made by all directors of the Company in respect of the financial assistance to be given by the Company's subsidiary, Themes International (Music) Limited (the "Subsidiary")

The principal terms on which the financial assistance by the Subsidiary will be given are

- 1** By executing the Accession Letters, the Subsidiary will accede to the terms of the Facilities Agreements and will under the terms of, *inter alia*, clause 24 (*Guarantee and Indemnity*) of the Senior Facilities Agreement and clause 21 (*Guarantee and Indemnity*) of each of the Mezzanine Facility Agreement and Securitisation Bridge Facility Agreement
 - 1.1** irrevocably and unconditionally jointly and severally
 - (a)** guarantee to each Finance Party the punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents,
 - (b)** undertake with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal Obligor; and
 - (c)** indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover,
 - 1.2** agree that, subject to the Agreed Security Principles, it shall promptly do all such acts or execute all such documents (including assignments, transfers mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (a)** to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law,
 - (b)** to confer to the Security Agent or confer on the Finance Parties Security over any property and assets of the Obligor located in any jurisdiction equivalent or

similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents, and/or

- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security,

- 1.3 be obliged to take all such action as is available to it (including making all filings and registrations) 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 Security Agent or the Finance Parties by or pursuant to the Finance Documents

- 2 By acceding to the Intercreditor Agreement, the Subsidiary will agree to be bound by the terms of the Intercreditor Agreement. This will result in the Subsidiary agreeing, *inter alia*, to regulate claims as to subordination and priority as set out in the Intercreditor Agreement,

- 3 By executing the Deed of Accession, the Subsidiary will agree to be bound by the Debenture on the following terms

- 3.1 the Subsidiary will covenant to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents

- 3.2 Pursuant to clause 3 (*Creation of Fixed Security*) of the Deed of Accession:

- (a) the Subsidiary will charge with full title guarantee, as Security for the payment or discharge of all Secured Liabilities to the Security Agent

- (i) by way of legal mortgage, all Land in England and Wales now vested in it and registered at HM Land Registry including the Land (if any) as described in Schedule 1 of the Deed of Accession,

- (ii) by way of legal mortgage, all Land in England and Wales now vested in it and not registered at HM Land Registry including the Land (if any) described in Schedule 1 of the Deed of Accession,

- (b) by way of fixed charge:

- (i) all other Land which is now, or in the future becomes, its property or in which it holds any estate or interest (except that effectively charged under paragraphs (a) and (b) of clause 3.1 of the Deed of Accession),

- (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it (except that effectively charged under paragraphs (a) and (b) of clause 3.1 of the Deed of Accession);

- (iii) all plant and machinery and equipment now or in the future owned by it or in which the Subsidiary has an interest and the benefit of all contracts and warranties relating to the same;

- (iv) all Specified Investment Securities which are now, or in the future become, its property,
- (v) all Derivative Rights now or in the future accruing in respect of its Specified Investment Securities,
- (vi) where Specified Investment Securities are held in a Relevant System, all its rights against the operator of the Relevant System or any participant or custodian in respect of such Specified Investment Securities,
- (vii) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them),
- (viii) all its goodwill and uncalled capital,
- (ix) all Specified Intellectual Property belonging to it,
- (x) all other Intellectual Property now or from time to time hereafter belonging to it, or in which it may have an interest,
- (xi) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xii) all its rights now or in the future in relation to trade secrets, confidential information and know-how in any part of the world,
- (xiii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in clauses 3 1(c)(ix) to (xii) of the Debenture inclusive;
- (xiv) all Intercompany Debts;
- (xv) all Receivables and all other debts now or in the future owing to it,
- (xvi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset,
- (xvii) all its interests and rights (if any) in or to each Bank Balance;
- (xviii) all its interests and rights (if any) now or in the future in or to any pension fund or plan,
- (xix) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively

charged by fixed charge under the foregoing provisions of clause 3.1 of the Debenture;

- (xx) the benefit of the Relevant Documents, all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them (to the extent that the same are not otherwise subject to an effective fixed charge under the paragraphs above or to an effective security assignment under clause 3 2(b) (*Assignment of Rights*) of the Debenture

3.3 Pursuant to clause 3 2 (*Assignment of Rights*) of the Deed of Accession

- (a) the Subsidiary will assign absolutely (subject to the right to reassignment on redemption) to the Security Agent all right, title and interest both present and future of the Subsidiary in respect of the Relevant Documents together with the benefit of all rights, claims and remedies in respect of such Relevant Documents. Until the charges created by the Deed of Accession become enforceable the Subsidiary shall be entitled to exercise all its rights under the Relevant Documents (subject to the provisions of the Deed of Accession and the Debenture)

3.4 Pursuant to clause 4 (*Creation of Floating Charge*) of the Deed of Accession:

- (a) the Subsidiary, with full title guarantee, will charge to the Security Agent as security for the payment of all Secured Liabilities, by way of floating charge:
 - (i) all its Assets (including any Assets comprised within a charge which is reconverted under clause 4 4 (*Reconversion*) of the Debenture) except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in clause 3 1 (*Creation of fixed security by New Chargers*) of the Deed of Accession or effectively assigned pursuant to clause 3 2 (*Assignment of Rights*) of the Deed of Accession and excluding certain other assets of the Subsidiary as more particularly described in the Deed of Accession,
 - (ii) without exception, all its Assets in so far as they are for the time being situated in Scotland,

and such floating charge shall be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986

3.5 Clause 4 (*Crystallisation*) of the Debenture states that

- (a) save as provided in paragraph (a)(ii) below
 - (i) the floating charge to be created by the Subsidiary pursuant to clause 4 (*Creation of floating charge*) of the Deed of Accession may be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the Subsidiary if an Event of Default has occurred and is continuing. Such crystallisation shall take effect over the Floating Charge Assets or class of Assets specified in the notice. If

no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the Subsidiary,

- (ii) no floating charge created by clause 4 of the Deed of Accession may be converted into a fixed charge or otherwise crystallise solely by reason of.

- (A) the obtaining of a moratorium by the Subsidiary; or

- (B) anything done with a view to obtaining a moratorium

under Section 1A and Schedule A1 to the Insolvency Act 2000

- (b) If, without the Security Agent's prior written consent

- (i) the Subsidiary resolves to take or takes any step to.

- (A) charge or otherwise encumber any of its Floating Charge Assets (except as expressly permitted by the Finance Documents), or

- (B) dispose of any Floating Charge Asset (except as expressly permitted by the Finance Documents), or

- (ii) any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, or

- (iii) an Administrator or Receiver is appointed in respect of the Subsidiary or the Security Agent receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of the Subsidiary,

then the floating charge created by clause 4 (*Creation of floating charge*) of the Deed of Accession shall be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset

- (c) Except as otherwise stated in any notice given under Clause 4 1 (*Crystallisation by notice*) of the Debenture or unless such notice relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by the Subsidiary after crystallisation has occurred under clause 4 1 (*Crystallisation by notice*) of the Debenture or 4 2 (*Automatic crystallisation*) of the Debenture shall become subject to the floating charge created by clause 4 (*Creation of floating charge*) of the Deed of Accession, so that the crystallisation shall be effective only as to the relevant Floating Charge Assets in existence at the date of crystallisation
- (d) Any charge which has crystallised under clause 4 1 (*Crystallisation by notice*) of the Debenture or clause 4 2 (*Automatic crystallisation*) of the Debenture may, by notice in writing given at any time by the Security Agent to the

Subsidiary, be reconverted into a floating charge in relation to the Assets specified in such notice

3.6 Clause 7 (*Negative Pledge and other restrictions*) of the Debenture states that

- (a) the Subsidiary shall not without the prior written consent of the Security Agent or as otherwise expressly permitted by the Finance Documents
 - (i) create, or agree or attempt to create, or permit to arise or subsist, any Security on any of its present or future Assets, or
 - (ii) sell, assign, lease, license or sub-license, or grant any interest in or otherwise dispose of, any of its Assets, or part with possession or ownership of them, or purport or agree to do so, and in the case of Intellectual Property Rights, allow any third party access to, or the right to use or exploit such rights save where such disposals are permitted under the Finance Documents

3.7 Clause 8 (*Further Assurance*) of the Debenture states that

- (a) the Subsidiary shall, at its own expense, promptly do all such acts and things as the Security Agent may require for
 - (i) creating, registering, perfecting, maintaining or protecting the Security created by the Deed of Accession and the Debenture or any of the Assets subject to the Security created by the Deed of Accession and the Debenture (subject in each case to any exceptions as provided in the Debenture), or
 - (ii) facilitating the realisation of any Security after the Security constituted by the Deed of Accession and the Debenture has become enforceable or the exercise of any right, power or discretion in relation to any Asset or Security vested in the Security Agent or any Receiver,

including, without limitation, the execution (including by sealing) of any transfer, assignment, mortgage, charge or security interest or any document (including without limitation, where any Asset is situated outside England and Wales, such fixed security under the law of the place where the Asset is situated) required to enable the Security Agent or its nominee to obtain legal title to any Assets subject to the Security created by the Deed of Accession and the Debenture in circumstances in which it is entitled (or purported to be so entitled) to obtain such legal title under the Deed of Accession and the Debenture or the giving of any notice, order or direction

3.8 Clause 23 1 (*Indemnity for Liabilities*) of the Debenture states that:

- (a) the Subsidiary shall also, within three Business Days of the Security Agent's written demand, reimburse or pay to the Security Agent, its employees or agents, on demand (on the basis of a full indemnity) the amount of all Liabilities incurred by the Security Agent, its employees or agents, in connection with:
 - (i) any default by the Subsidiary in the performance of any of its obligations under the Debenture, and
 - (ii) the exercise, or the purported exercise of any of the rights and powers conferred on it by the Debenture or otherwise relating to the Assets charged by the Debenture
- 4** By executing the Trust, the Subsidiary shall hold trust assets (comprising certain types of Music Contracts and Exploitation Contracts, as more particularly described and on terms and conditions provided therein) on trust for the benefit of an Affiliate in the Group
- 5** By executing the Intra-Group Loan Agreement the Subsidiary will, *inter alia*, agree to make available to the borrower named therein loan facilities the proceeds of which may be used, *inter alia*, to pay interest, principal and other amounts due, owing or payable by the Target, the Parent and/ or Maltby Investments Limited under the Facilities Agreements and the repayment of shareholder loans made by the Investors
- 5.1** In consideration of the Subsidiary entering into the Intra-Group Loan Agreement, the Parent shall provide a letter of support to the Subsidiary confirming that in the event of a working capital shortfall, the Parent would lend the Subsidiary such sums as are necessary to meet its debts as they fall due for payment

In entering into the various documents referred to above, the Subsidiary is entering into obligations and assuming liabilities and giving guarantees for the purpose of reducing or discharging the obligations and liabilities incurred by Maltby Acquisitions Limited (formerly known as Maltby Limited) in acquiring all of the issued share capital of the Company, and may in the future be called upon pursuant to any of the documents referred to in this declaration to reduce or discharge obligations and/or liabilities arising in connection therewith.

For all other definitions see Annex 3 and Annex 6 attached.

Virgin Records Limited

(the “Company”)

Company Number 01070953

This is Annex 5 to the statutory declaration in Companies Form 155(6)b made by all directors of the Company in respect of the financial assistance to be given by the Company’s subsidiary, Themes International (Music) Limited (the “Subsidiary”)

All sums from time to time due pursuant to the terms of the Intra-Group Loan Agreement

For all definitions see Annex 3.

Virgin Records Limited

(the "Company")

Company Number 01070953

This is Annex 6 to the statutory declaration in Companies Form 155(6)b made by all directors of the Company in respect of the financial assistance to be given by the Company's subsidiary, Themes International (Music) Limited (the "Subsidiary")

DEFINITIONS

"Acquisition Facility" means the term loan facility made available under the Senior Facilities Agreement as described in Clause 2 1(a)(ii) (*The Facilities*) of the Senior Facilities Agreement as such facility may be increased from time to time pursuant to Clause 2 4 (*Additional Acquisition Facility Commitments*) of the Senior Facilities Agreement

"Additional Acquisition Facility Commitment" means

- (a) in relation to an entity identified as a Lender under the Senior Facilities Agreement in an Additional Acquisition Facility Commitment Notice, the amount set out in such Additional Acquisition Facility Commitment Notice as its Additional Acquisition Facility Commitment and the amount of any other Additional Acquisition Facility Commitment transferred to it under the Senior Facilities Agreement, or
- (b) in relation to any other Lender, the amount of any Additional Acquisition Facility Commitment transferred to it under the Senior Facilities Agreement to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement.

"Additional Acquisition Facility Commitment Fee Letter" means each fee letter entered into between a member of the Group and the Lenders or other banks or financial institutions which commit Additional Acquisition Facility Commitments

"Additional Acquisition Facility Commitment Notice" means a notice substantially in the form set out in Schedule 14 (*Additional Acquisition Facility Commitment Notice*) of the Senior Facilities Agreement or such other notice as may be agreed between the Agent and Maltby Acquisitions Limited (formerly known as Maltby Limited) delivered by Maltby Acquisitions Limited (formerly known as Maltby Limited) to the Agent in accordance with Clause 2 4 (*Additional Acquisition Facility Commitments*) of the Senior Facilities Agreement.

"Additional Borrower" means each person who becomes a Borrower in accordance with Clause 31.2 (*Additional Borrowers*) of the Senior Facilities Agreement or Clause 28 2 (*Additional Borrowers*) of the Securitisation Bridge Facility Agreement

"Additional Guarantor" means a person which becomes a Guarantor in accordance with Clause 31.3 (*Additional Guarantors*) of the Senior Facilities Agreement, Clause

28 4 (*Additional Guarantors*) of the Securitisation Bridge Facility Agreement or Clause 28 2 of the Mezzanine Facility Agreement.

“Administrator” means an administrator appointed under Schedule B1 of the Insolvency Act 1986,

“Affiliate” means, in relation to any person, a Group Subsidiary of that person or a Holding Company of that person or any other Group Subsidiary of that Holding Company

“Agent” means Citibank International PLC, including its successors in title, permitted assigns and permitted transferees and, any person for the time being appointed as Agent in accordance with the Finance Documents.

“Agreed Security Principles” means the principles set out in Schedule 12 (*Agreed Security Principles*) of the Senior Facilities Agreement and Schedule 11 (*Agreed Security Principles*) of the Securitisation Bridge Facility Agreement and Mezzanine Facility Agreement

“Ancillary Document” means each document relating to or evidencing the terms of an Ancillary Facility

“Ancillary Facility” means any ancillary facility made available by an Ancillary Lender in accordance with Clause 10 (*Ancillary Facilities*) of the Senior Facilities Agreement

“Ancillary Lender” means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 10 (*Ancillary Facilities*) of the Senior Facilities Agreement

“Assets” means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them (including the proceeds of sale of such assets)

“Bank Balance” means the amounts now or subsequently standing to the credit of any account which each Chargor has, or has an interest in, with any person and the debts represented thereby

“Bondholders” means the holder of the Bonds from time to time

“Bonds” means the securities issued by the Parent pursuant to the Permitted High Yield Issuance, but subject to the limitations set out in Clause 3 of the Intercreditor Agreement

“Borrower” means the Original Borrower or an Additional Borrower

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in London and

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency, or

(b) (in relation for any date for payment or purchase of euro) any TARGET Day

“Capital Stock” of any person means any and all shares, interests (including partnership interests), rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such person, including Preferred Stock, but excluding any debt securities convertible into such equity.

“Chargor” means each Initial Chargor and (with effect from its accession) each other company which executes a Deed of Accession and any company which subsequently adopts the obligations of a Chargor

“Commitment Letter” means the commitment letter dated 21 May 2007 from the Mandated Lead Arranger to Maltby Acquisitions Limited (formerly known as Maltby Limited) relating to the Facilities (as amended, supplemented or restated from time to time).

“Composition” means the music and lyrics of any musical composition or arrangement, adaptation, version, edition or translation thereof or new lyrics thereto

“Copyright” means:

- (a) any legal and/or equitable and/or contractual interest (including, without limitation, the benefit of any assignments, licenses and other contractual Rights in any part of the world) of a New Chargor, in or relating to, any Composition and/or Recording, and
- (b) any other Right, title and interest of every kind of a New Chargor in or relating to any Composition and/or Recording

“Derivative Rights” means all dividends, interest or distributions and all other rights, benefits, monies and assets related to, accruing or arising at any time in respect of any Investment Securities whether by way of redemption, conversion, exercise of option rights, substitution, exchange, preference, bonus or otherwise.

“Disposal” means a sale, lease, licence, transfer or other disposal by a person (whether by a voluntary or involuntary single transaction or series of transactions)

“Equity Interests” of any person shall mean any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interest in (however designated) the equity of such person, including any Preferred Stock, any limited or general partnership interest and any limited liability company membership interest, and including (other than for the purposes of the definition of “Financial Indebtedness” and any other definitions in Clause 1.1 (*Definitions*) of the Senior Facilities Agreement or Clause 27 1 (*Financial Definitions*) of the Senior Facilities Agreement), any non-cash interest bearing debt securities convertible into such equity)

“Event of Default” means any event or circumstance specified as such in Clause 29 (*Events of Default*) of the Senior Facilities Agreement and Clause 26 (*Events of Default*) of the Securitisation Bridge Facility Agreement and Mezzanine Facility Agreement

“Exploitation Contracts” means any contract pursuant to which a New Chargor exploits any Copyright

“Facility” means a Term Facility or the Revolving Facility

“Fee Letter” means

- (a) any letter or letters (as the same may be amended from time to time) between, as the case may be, the Mandated Lead Arranger and Maltby Acquisitions Limited (formerly known as Maltby Limited) or the Agent and Maltby Acquisitions Limited (formerly known as Maltby Limited), setting out any of the fees referred to in Clause 18 (*Fees*) of the Senior Facilities Agreement and Clause 15 (*Fees*) of the Securitisation Bridge Facility Agreement and the Mezzanine Facility Agreement or any other fees payable by Maltby Acquisitions Limited (formerly known as Maltby Limited) in connection with the Facilities and/or the Facilities Agreements, and
- (b) any other agreement setting out fees referred to in Clause 7.2 (*Fees payable in respect of Letters of Credit*) or Clause 10.9 (*Interest, Commitment Commission and Fees on Ancillary Facilities*)

“Finance Documents” means

- (a) the Facilities Agreements,
- (b) any Accession Letter,
- (c) any Additional Acquisition Facility Commitment Fee Letter,
- (d) any Additional Acquisition Facility Commitment Notice,
- (e) any Ancillary Document,
- (f) the Commitment Letter,
- (g) any Fee Letter,
- (h) any Hedging Agreement,
- (i) the Intercreditor Agreement,
- (j) any Resignation Letter;
- (k) any Transaction Security Document, and
- (l) any other document designated as a **“Finance Document”** by the Agent and Maltby Acquisitions Limited (formerly known as Maltby Limited).

“Finance Parties” means the Senior Finance Parties, the Securitisation Finance Parties, the Mezzanine Finance Parties and the High Yield Creditors

“Finance Party” means the Agent, the Mandated Lead Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender

“Fixed Charge Asset” means an Asset for the time being comprised within a mortgage or fixed charge created by Clause 3 1 (*Creation of Fixed Security by the New Chargor*) of the Deed of Accession

“Floating Charge Asset” means an Asset for the time being comprised within the floating charge created by Clause 3 3 (*Creation of floating charge*) of the Deed of Accession but, if it is also a Fixed Charge Asset, only in so far as concerns that floating charge

“Grantor” means any person who:

- (a) assigns, grants or licenses any Copyright to a New Chargor or its predecessor in title, or
- (b) appoints a New Chargor or its predecessor in title to administer any Right, title and interest of the Grantor in any Composition;
- (c) permits a New Chargor or its predecessor in title to make or exploit any Recording

“Group” means Maltby Investments Limited and its Group Subsidiaries for the time being

“Group Subsidiary” means, in relation to a company or corporation, a company or corporation.

- (a) which is controlled, directly or indirectly, by the first-mentioned company or corporation,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or
- (c) which is a Group Subsidiary of another Group Subsidiary of the first-mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of a majority of its board of directors or equivalent body

“Guarantor” means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31 5 (*Resignation of a Guarantor*) of the Senior Facilities Agreement or Clause 28 5 (*Resignation of Guarantor*) of the Securitisation Bridge Facility Agreement and Mezzanine Facility Agreement

“Hedge Counterparty” means a provider of hedging arrangements which has entered into those arrangements in accordance with the Facilities Agreements and which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement For the avoidance of doubt this expression includes any person who was, at the time of entry into those hedging arrangements, but is no longer, a Lender or an Affiliate of a Lender

“Hedging Agreement” means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by Maltby Acquisitions Limited (formerly known as Maltby Limited) and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities in accordance with Clause 28.9 (*Treasury Transactions*) of the Senior Facilities Agreement and Clause 25.9 (*Treasury Transactions*) of the Securitisation Bridge Facility Agreement and the Mezzanine Facility Agreement.

“Hedging Document” means each hedging document listed in Schedule 4 (*The Existing Hedging Documents*) of the Intercreditor Agreement, and each other document entered into or to be entered into between an Obligor and a Hedge Counterparty in order to hedge interest rate liabilities under the Finance Documents (including any hedging document entered into or to be entered into in accordance with Clause 28.9 (*Treasury Transactions*) of the Senior Facilities Agreement, Clause 25.9 (*Treasury Transactions*) of the Securitisation Bridge Facility Agreement or Clause 25.9 (*Treasury Transactions*) of the Mezzanine Facility Agreement)

“High Yield Agent” means the High Yield Trustee or such other person appointed to act as the agent of the Bondholders

“High Yield Creditors” means the Bondholders, the High Yield Trustee and the High Yield Agent

“High Yield Trustee” means the person who acts as trustee for the Bondholders

“Holding Company” means, in relation to a company or corporation, any other company or corporation in respect of which it is a Group Subsidiary

“Initial Chargor” means Maltby Acquisitions Limited (formerly known as Maltby Limited) and Maltby Investments Limited

“Insurances” means the insurance contracts or policies which are subject to the security created by the Debenture and the Deed of Accession

“Intellectual Property” means in relation to any Chargor, all its patents (including, without limitation, supplementary protection certificates), utility models, registered and unregistered trade marks (including, without limitation, service marks), rights in passing off, rights in domain names, copyright and neighbouring rights, database rights, registered and unregistered rights in designs and all other intellectual property rights and, in each case, rights of a similar or corresponding character and any extensions and renewals of, and any applications for, such rights

“Intellectual Property Rights” means in relation to a Chargor, all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to Clause 3.1 (*Creation of Fixed Security*) (c)(x) to (xiv) of the Debenture inclusive and pursuant to Schedule 2 Part B (*Specified Intellectual Property*) of the Deed of Accession

“Intercompany Debts” means any money or liabilities now or in the future due, owing or incurred to a Chargor by a member of the Group or any Affiliate of a member of the Group

“Intra-Group Loan Agreement” means an agreement or other document evidencing or providing for an Intercompany Debt and/or setting out the terms and conditions of an Intercompany Debt

“Investment Securities” means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part II, Schedule 2 of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits accruing at any time in respect of any Investment Securities by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

“Investors” means the Original Investors and their or any subsequent successors or permitted assigns or transferees and management of the Group (in their capacity as investors) including any vehicle holding the Equity Interests of management

“Issuing Bank” means Citibank, N A , London Branch.

“KPMG Financial Due Diligence Report” means the Limited Scope Due Diligence Report dated 16 May 2007 prepared by KPMG and addressed to, and/or capable of being relied upon by the Mandated Lead Arranger, the Agent and the other Secured Parties

“Land” includes freehold and leasehold, and any other estate in, land and immovable property and in each case (a) all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures), (b) the benefit of any covenant for title in respect of the Land and any moneys paid or payable in respect of those covenants, and (c) the proceeds of sale of all or any part thereof.

“Legal Due Diligence Report” means the legal due diligence report dated 21 May 2007 prepared by Weil, Gotshal & Manges relating to the Target Group and addressed to, and/or capable of being relied upon by, the Arranger, the Agent and the other Secured Parties

“LEK Report” means the Summary Music Market Outlook Report dated 15 May 2007 prepared by LEK and addressed to, and/or capable of being relied upon by the Mandated Lead Arranger, the Agent and the other Secured Parties

“Lenders” means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 30 (*Changes to the Lenders*) of the Senior Facilities Agreement or Clause 26 of the Securitisation Bridge Facility Agreement or the Mezzanine Facility Agreement,

which in each case has not ceased to be a party in accordance with the terms of the relevant Facilities Agreements

“Liability” means any liability, damage, loss, costs, claim or expense of any kind or nature, whether direct, indirect, special consequential or otherwise.

“McKinsey Report” means the Assessment of Potential Sources of Major Upside Report dated 14 May 2007 and the Cost Improvement Potential Report dated 1 March 2007 and updated for cost information in the vendor due diligence on 15 May 2007 each prepared by McKinsey and addressed to, and/or capable of being relied upon by the Mandated Lead Arranger, the Agent and the other Secured Parties

“Mezzanine Facility” means the loan facility made available to the Parent pursuant to the Mezzanine Facility Agreement

“Music Contract” means any contract between a Grantor and a New Chargor or its predecessor in title

- (a) under which any Copyright is granted, assigned or licensed to a New Chargor or its predecessor in title, or
- (b) which appoints a New Chargor or its predecessor in title to administer the Grantor’s Right, title and interest in any Composition, or
- (c) which governs the manner in which any Recording of the Grantor may be exploited by a New Chargor.

“Music Publishing Division” means the businesses in the Group that are involved in acquiring, protecting, administering, publishing and exploiting rights in musical compositions and artists and any other related or incidental activities (including, without limitation, any related or incidental activities being carried on at the date of the Facilities Agreements)

“Net Proceeds” means the cash proceeds actually received by a member of the Group or a Securitisation Entity (and if the proceeds actually received by a person that is not a wholly-owned member of the Group, the amount of the proceeds that are proportionate to the interest in such person held by the Group) in connection with any Disposal, insurance claim and claims against professionals in relation to the Reports after deducting:

- (a) fees, costs and expenses incurred by any member of the Group with respect to such Disposal or claim to persons who are not members of the Group (including any bonus or similar payments to management of any disposed of business),
- (b) any Tax incurred and required to be paid by the seller or claimant (including by way of application of any Tax credits or amounts reasonably reserved in respect of Taxes) in connection with that Disposal or claim (as may reasonably be determined by such seller or claimant) or the transfer of the proceeds thereof intra-Group,
- (c) amounts retained to cover potential liabilities in connection with the Disposal or claim,
- (d) any third party indebtedness secured on the assets which are disposed of that is required to be repaid out of those proceeds; and

- (e) any costs of closure, relocation, reorganisation, restructuring or other costs incurred in preparing the asset for a disposal

"New Chargor" means the Subsidiary

"Obligor" means a Borrower or a Guarantor

"Original Borrower" means Maltby Acquisitions Limited (formerly known as Maltby Limited)

"Original Guarantor" means Maltby Acquisitions Limited (formerly known as Maltby Limited) or Maltby Investments Limited

"Original Investors" has the meaning given to it in Clause 13.1 (*Change of Control*) in the Senior Facilities Agreement.

"Original Lender" means the financial institutions listed in Part II of Schedule 1 (*The Original Parties*) to each of the Facilities Agreements

"Parent" means Maltby Investments Limited, a company incorporated in England and Wales with company registration number 6226775 and registered office at One South Place, London EC2M 2WG.

"Participating Employer" means each member of the Target Group which is incorporated in the United Kingdom and is a participating employer in the Pension Scheme

"Party" means a party to the Senior Facilities Agreement, the Mezzanine Facility Agreement and the Securitisation Bridge Facility Agreement

"Pension Debt" means, at any time of determination under the Intercreditor Agreement, all moneys, debts and liabilities due, owing or incurred at that time by the Participating Employers to the Pension Trustees in respect of the Pension Scheme

"Pension Scheme" means the EMI Group Pension Fund established by a declaration of trust dated 20 August 1969 (as amended).

"Pension Trustee" has the meaning given to it in the Intercreditor Agreement

"Permitted High Yield Issuance" means an issuance of high yield securities by the Parent in an amount sufficient for the Net Proceeds of such issuance to repay in full all amounts outstanding under the Mezzanine Facility on the terms set out in the Intercreditor Agreement.

"Preferred Stock" as applied to the Capital Stock of any person, means share capital of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such person, over shares of any other class of such person

"Receivables" means, in relation to a Chargor, all book and other debts and monetary claims now or subsequently due or owing to such Chargor, the proceeds of the same

and the benefit of all rights of any nature now or subsequently enjoyed or held by it in relation thereto (other than any Bank Balance)

“Receiver” means an administrative receiver, a receiver or a receiver and manager appointed under Clause 15 (*Appointment of a Receiver or an Administrator*) of the Debenture or otherwise and (where the context requires or permits) includes any substituted administrative receiver, receiver or receiver and manager

“Recorded Music Division” means the businesses in the Group that are involved in signing and developing artists, marketing and promoting them and distributing and exploiting their music

“Recording” means any sound recording and/or audio visual recording of music and/or musical performances of whatever nature

“Relevant Documents” means the Intra-Group Loan Agreements, Hedging Documents, Insurances and any other document designated as a Relevant Document by the Security Agent

“Relevant System” has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investment Securities.

“Report” means each of.

- (a) the McKinsey Report;
- (b) the LEK Report,
- (c) the KPMG Financial Due Diligence Report,
- (d) the Structure Memorandum, and
- (e) the Legal Due Diligence Report,

in each case (other than (a)) addressed to or capable of being relied on by each Finance Party

“Resignation Letter” means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Facilities Agreements or such other form as may be agreed between the Agent and Maltby Acquisitions Limited (formerly known as Maltby Limited).

“Revolving Facility” means the revolving credit facility made available under the Senior Facilities Agreement as described in Clause 2 1(a)(iii) (*The Facilities*) of the Senior Facilities Agreement.

“Rights” includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future (and any reference to

rights in a particular asset or type or category of assets includes any right in the proceeds of any disposal of that asset or any assets within that type or category)

“Secured Liabilities” means

- (a) in the case of each Chargor which is not a member of the Target Group, all present and future obligations and liabilities (whether actual, contingent or limited or whether owed jointly or severally or in any other capacity whatsoever) of the Obligors under the Finance Documents, and
- (b) in the case of each Chargor which is a member of the Target Group, all present and future obligations and liabilities (whether actual, contingent or limited or whether owed jointly or severally or in any other capacity whatsoever) of
 - (i) the Obligors under the Finance Documents; and
 - (ii) the Participating Employers in respect of the Secured Pension Debt;

“Secured Party” has the meaning given to that term in the Intercreditor Agreement.

“Secured Pension Debt” means Pension Debt up to a maximum aggregate amount which shall not exceed

- (a) £100 million (or its equivalent) in aggregate in respect of the pension obligations of Participating Employers which are members of the Recorded Music Division, and
- (b) £50 million (or its equivalent) in aggregate in respect of the pension obligations of Participating Employers which are members of the Music Publishing Division

“Securitisation Entity” means each person which is, directly or indirectly, owned or controlled by the Parent or any Holding Company of the Parent and which carries on any part of the business of or owns any assets of, the Music Publishing Division

“Security” means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment, reservation of title or other security interest and any other agreement (including a sale and repurchase arrangement) entered into for the purpose of conferring security

“Security Agent” means Citibank, N A , London Branch, including its successors in title, permitted assigns and permitted transferees and, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents

“Senior B Facility” means the term loan facility made available under the Senior Facilities Agreement as described in Clause 2 1(a)(i) (*The Facilities*) of the Senior Facilities Agreement

“Specified Intellectual Property” means the Intellectual Property (if any) listed in Schedule 4 Part B (*Specified Intellectual Property*) of the Debenture and Schedule 2 Part B (*Specified Intellectual Property*) of the Deed of Accession

“Specified Investment Securities” means, in relation to an Initial Chargor, the Investment Securities listed in Schedule 4 Part A (*Specified Investment Securities*) of the Debenture and Schedule 2 Part A (*Specified Investment Securities*) of the Deed of Accession and all other Investment Securities now or subsequently owned by it at law or in equity or held by the Security Agent or any nominee on its behalf and, in relation to each other Chargor, the Investment Securities listed in the Deed of Accession executed by such Chargor and all other Investment Securities subsequently owned by it at law or in equity or held by the Security Agent or any nominee on its behalf.

“Structure Memorandum” means the structure memorandum prepared by KPMG and addressed to, and/or capable of being relied upon by the Mandated Lead Arranger, the Agent and the other Secured Parties

“TARGET” means Trans-European Automated Real-time Gross Settlement Express Transfer payment system

“Target” means EMI Group Limited, a company incorporated in England and Wales with its registered office at 27 Wrights Lane, London W8 5SW and with company registration number 00229231

“TARGET Day” means any day on which TARGET is open for the settlement of payments in euro.

“Target Group” means the Target and its Group Subsidiaries

“Tax” means any present or future tax, levy, assessment, impost, deduction, duty and withholding and any charge of a similar nature (including any related interest, penalty or fine) and “Taxation” shall be construed accordingly.

“Term Facility” means the Senior B Facility or the Acquisition Facility.

“Transaction Security” means the Security created or expressed to be created in favour of the Finance Parties pursuant to the Transaction Security Documents

“Transaction Security Documents” means any document creating or expressed to create any Security listed in Schedule 13 (*Transaction Security*) of the Senior Facilities Agreement and Schedule 12 (*Transaction Security*) of the Securitisation Bridge Facility Agreement and Mezzanine Facility Agreement and any other document creating or expressed to create any Security in respect of the obligations of any of the Obligors under any of the Finance Documents.



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The Directors
Virgin Records Limited ("the Company")
Crown House
72 Hammeismuth Road
London
W14 8UD

23 January 2008

Dear Sirs

Auditors' report to the directors of Virgin Records Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 23 January 2008 in connection with the proposal that Themes International (Music) Limited of which this Company is a holding company, should give financial assistance for the acquisition of the entire issued ordinary share capital of EMI Group Limited

This report is made solely to the Company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the Company's auditors might state to the Company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG LLP