

MG01

019788/780



Particulars of a mortgage or charge

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

X **What this form is for**
You can use this form to register
particulars of a mortgage or charge
in Scotland

FRIDAY



LD2

"L1CL2EIB"

06/07/2012

COMPANIES HOUSE

#111

For information, please
contact the Companies
House at 0300 123 4567

1 **Company details**

Company number 01318708

Company name in full Motor Music Limited
(the "Grantor")

41 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 29/06/2012

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 Copyright Security Agreement dated 29 June 2012 (the "Copyright Security
Agreement") and entered into by the US Grantors, the UK Grantors, and the
Grantor in favour of UBS AG, Stamford Branch as "Administrative Agent"
(as defined in Section 6 of this Form MG01)

4 **Amount secured**

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

Amount secured The Secured Obligations (as defined in the
continuation pages of this form MG01).

(For definitions of capitalised terms used in this
Form MG01, please see the continuation pages in
Section 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	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
	<input type="text"/>	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

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	<p>Each Grantor grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Copyrights and Copyright Licenses that constitute a transfer of copyright ownership, including Grantor's right, title and interest in the registered Copyrights and applications for Copyright registrations, set forth on Schedule A of the Copyright Security Agreement, other than Copyrights and Copyright Licenses that are Excluded Property</p> <p>The grant of a security interest in such Copyrights and Copyright Licenses (other than Copyrights and Copyright Licenses that are Excluded Property) by each Grantor under the Copyright Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations</p> <p>Definitions</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 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 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>"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>	

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7 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 Lathan e Watkins 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

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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>“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. 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 purposes of Section 7 08 of the Credit Agreement;</p> <p>“Agents” means, collectively, the Administrative Agent, the Syndication Agent and the Supplemental Administrative Agents (if any) and the Lead Arranger and Bookrunner,</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>“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 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>“Borrower” means MTL PUBLISHING LLC, or EMI Music Publishing Group North America Holdings Inc. (“EMIGNAH”) individually, and together, “borrowers”,</p> <p>“Borrowers’ Representative” means the Company in its capacity as representative for the Borrowers pursuant to Section 10 25 of the Credit Agreement,</p> <p>“Cash Collateral Account” means a blocked account in the name of the Administrative Agent and under the sole dominion and control of the Administrative Agent, and otherwise established in a manner reasonably satisfactory to the Administrative Agent,</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, Secured Cash Management Agreement,</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 376 1050 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 477 1481 539">“Closing Date” means the date on which all the conditions precedent in Section 4 01 of the Credit Agreement are satisfied or waived in accordance with Section 10 01 of the Credit Agreement,</p> <p data-bbox="331 568 1153 602">“Collateral” means the Granted Collateral and the Pledged Collateral,</p> <p data-bbox="331 631 1497 882">“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,</p> <p data-bbox="331 911 1503 1003">“Collateral Questionnaire” means a certificate substantially in the form of <u>Exhibit II</u>, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Responsible Officer of the Borrowers and or other applicable Grantor,</p> <p data-bbox="331 1032 1315 1066">“Company” shall mean MTL Publishing LLC, and any permitted successor thereto,</p> <p data-bbox="331 1095 1503 1187">“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,</p> <p data-bbox="331 1216 1497 1496">“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,</p> <p data-bbox="331 1525 1469 1617">“Copyright License” means each agreement, now or hereafter in effect, granting any right to any Person, or directly or indirectly appointing any Person as agent to exercise or permit others to exercise any right, under any Copyright now or hereafter in existence,</p> <p data-bbox="331 1646 1362 1680">“Copyright Security Agreement” has the meaning given to it in section 3 of this MG01,</p> <p data-bbox="331 1709 1497 1800">“Credit Agreement” means the Credit Agreement, dated as of June 29, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time), among MTL PUBLISHING LLC, a Delaware limited liability company and the other agents named therein,</p> <p data-bbox="331 1830 1503 1991">“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;</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

“Equity Interests” means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities),

“Excluded Equity Interests” means (A) any Equity Interest of any Person (other than a Borrower, another Grantor or a wholly-owned Subsidiary of Grantor), to the extent the grant of security interest therein is not permitted or is restricted by the terms of such Person’s organizational or joint venture documents or other agreements with holders of such Equity Interests or requires the consent of one or more Persons other than a Grantor or any of its Affiliates (if consent cannot be obtained after using commercially reasonable efforts to do so) (other than to the extent any such prohibition, restriction or consent requirement would be rendered ineffective pursuant to the UCC as in effect in any applicable jurisdiction or any other applicable Law), (B) any Equity Interest if, to the extent and for so long as the pledge of such Equity Interest hereunder is prohibited by any applicable Law or would require consent, approval, license or authorization of a Governmental Authority (other than to the extent that any such prohibition would be rendered ineffective pursuant to the UCC as in effect in any applicable jurisdiction or any other applicable Law), (C) any Equity Interest with respect to which, in the reasonable judgment of the Administrative Agent and the Borrowers, the burden, cost or other consequences of pledging such Equity Interest hereunder (including any material adverse tax consequences to Holdings and its Affiliates resulting therefrom) outweighs the benefits to be obtained by the Secured Parties therefrom, (D) any Equity Interests of Excluded Subsidiaries and Unrestricted Subsidiaries, (E) any Margin Stock and (F) any Equity Interest to the extent that and so long as the grant of a security interest therein would validly give any other party in respect of any Equity Interest the right to terminate or gives rise to a valid default, breach, remedy, right of recoupment, claim, defense or termination of its obligations thereunder (other than to the extent that any such right, prohibition, restriction or consent requirement would be rendered ineffective pursuant to the UCC as in effect in any applicable jurisdiction or any other applicable Law),

“Excluded Property” means (i) any “intent to use” trademark application prior to the filing of a “statement of use” or “amendment to allege use” with respect thereto, to the extent that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, after which period such application shall be automatically subject to the security interest granted herein and deemed to be included in the Granted Collateral, (ii) any Collateral to the extent that and so long as the grant of a security interest therein (x) would constitute a violation or abandonment or, or render unenforceable, a valid and enforceable restriction in respect of such Collateral in favor of a third party (unless such restriction would be rendered ineffective pursuant to the UCC or similar law of any foreign jurisdiction, as then in effect in the relevant jurisdiction), or under any law, regulation, permit, order or decree of any governmental authority (for the avoidance of doubt, the restrictions described herein shall not include any negative pledges or similar undertakings in favor of a third party lender or other third party financial entity entered into subsequent hereto) or (y) would validly give any other party in respect of any Collateral the right to terminate or gives rise to a valid default, breach, remedy, right of recoupment, claim, defense or termination of its obligations thereunder (unless such right to terminate, or default, breach, remedy, right of recoupment, claim, defense or termination would be rendered ineffective pursuant to the UCC or similar law of any foreign jurisdiction, as then in effect in the relevant jurisdiction), or (z) could reasonably be expected to result in, a material risk of personal criminal liability for any Grantor or

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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

any officer or director of any Grantor, (iii) the Excluded Equity Interests, (iv) any specifically identified asset with respect to which, as reasonably determined by the Administrative Agent and the Borrowers' Representative, the Administrative Agent has confirmed in writing to the Grantors that the burden or costs of providing a security interest outweighs the practical benefits of the security afforded thereby to be obtained by the Secured Parties, (v) any asset for which the grant of a security interest therein would result in a material adverse tax consequence to the Borrowers and its Affiliates as reasonably determined by the Borrowers and notified to the Administrative Agent in writing from time to time, (vi) any particular asset, if the pledge thereof or the security interest therein (A) is prohibited by applicable Law, or (B) the pledge or creation of a security interest in which would require governmental consent, governmental approval, governmental license or governmental authorization, (vii) any rights of a Grantor arising under or evidenced by any lease, license or agreement to the extent the pledges thereof and security interests therein are prohibited or restricted by such lease, license or other agreement, unless such prohibition would be rendered ineffective pursuant to the UCC or similar law of any foreign jurisdiction, as then in effect in the relevant jurisdiction (viii) any assets (other than Equity Interests constituting Equity Interests of wholly-owned Restricted Subsidiaries) not located in a Material Subsidiary Jurisdiction, (ix) any asset for which the pledge thereof or creation of a security interest in would be prohibited by enforceable anti-assignment provisions of contracts or applicable law or with respect to any assets to the extent such a pledge would violate the terms of any contract with respect to such assets or would trigger termination of such contract or any of the material rights therein pursuant to any "change of control" or other provision or applicable law unless such provisions to terminate, or default, breach, remedy, right of recoupment, claim, defense or termination would be rendered ineffective pursuant to the UCC or similar law of any foreign jurisdiction, as then in effect in the relevant jurisdiction and (x) any royalties or other amounts payable to, received by or held by any Grantor to the extent such royalties or other amounts are not owned by such Grantor and such Grantor is contractually or legally obligated to turn over such amounts to any copyright grantor or any other third party, provided, that the exclusions referred to in each of clauses (i)-(xi) of the Security Agreement above shall not include any Proceeds of such assets except to the extent such Proceeds consist of assets that are excluded by such clauses,

"Excluded Subsidiary" means (a) Immaterial Subsidiaries, (b) Excluded Foreign Subsidiaries, (c) any Restricted Subsidiary that is prohibited by law or regulation from providing a Guaranty or that would require a governmental (including regulatory) consent, approval, license or authorization in order to provide a Guaranty (including under any financial assistance, corporate benefit or thin capitalization rule), (d) any Restricted Subsidiary to the extent it is not within the legal capacity of such Person to provide a guarantee, or would conflict with the fiduciary duties of such Person's directors or result in, or could reasonably be expected to result in, a material risk of personal or criminal liability for any officer or director of such Person (provided, that with respect to any Material Subsidiary contemplated by the foregoing clauses (c) and (d), the Borrowers shall use their commercially reasonable efforts to structure a guaranty by such Material Subsidiary to avoid or address the issues raised in such clauses), (e) not-for-profit Subsidiaries, captive insurance subsidiaries, (f) other than any Loan Parties set forth in Schedule 1 01-C, any Restricted Subsidiary with respect to which providing a Guaranty would result in material adverse tax consequences to the Borrowers as reasonably determined by the Borrowers' Representative and (g) any other Restricted Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent and the Borrowers' Representative, that the burden or cost of obtaining a Guaranty outweighs the benefits to be obtained by the Lenders therefrom, provided that no Borrower, and no Subsidiary of Holdings that owns, directly or indirectly, any Equity Interests of any Borrower, may be an Excluded Subsidiary,

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Please give the short particulars of the property mortgaged or charged

Short particulars

"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;

"Extension Offer" means one or more offers made from time to time by the Borrowers' Representative to all Lenders of Term Loans with a like Maturity Date, Revolving Credit Commitments with a like Maturity Date, in each case on a pro rata basis (based on the aggregate outstanding principal amount of the respective Term Loans or Revolving Credit Commitments) and on the same terms to each such Lender, to extend the maturity date of each such Lender's Term Loans and/or Revolving Credit Commitments and otherwise modify the terms of such Term Loans and/or Revolving Credit Commitments and/or pursuant to the terms of the relevant Extension Offer;

"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;

"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),

"Granted Collateral" means all of such Grantor's right, title and interest in, to or under any and all of the following assets and properties, whether now wholly or partly owned, or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire, license, publish or administer any right, title or interest, including any license, administration right, co-administration right, publishing right or co-publishing

- (i) all Accounts,
- (ii) all Chattel Paper,
- (iii) all Documents
- (iv) all Equipment,
- (v) all General Intangibles;
- (vi) all Instruments,
- (vii) all Inventory,
- (viii) all Investment Property,
- (ix) all books and records pertaining to the Granted Collateral,
- (x) all Goods and Fixtures,
- (xi) all Letter-of-Credit Rights,
- (xii) all Commercial Tort Claims described in Section II F of the

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Collateral Questionnaire or disclosed to the Administrative Agent in accordance with Section 3 04(c) of the Security Agreement,

(xiii) the Cash Collateral Account, and all cash, Money, Securities and other investments deposited therein,

(xiv) all Supporting Obligations,

(xv) all Security Entitlements in any or all of the foregoing,

(xvi) all Intellectual Property, and

to the extent not otherwise included, all Proceeds (including, without limitation, all Money, cash and cash equivalents, Deposit Accounts, securities accounts and commodities accounts to the extent such Proceeds may be perfected by the filing of a UCC financing statement) and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing,

“Grantor” means each Borrower and each other Subsidiary Guarantor party hereto,

“Guarantors” shall mean (i) as of the Closing Date, each of the entities listed on Schedule 1 01-C and (ii) from and after the Closing Date, each other Person who guarantees the Obligations in accordance with Section 6 11, 6 13 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,

“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 the Credit Agreement, in form and substance reasonably satisfactory to the Administrative Agent, and each supplement thereto,

“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,

“Holdings” means DH Publishing, L P , a Cayman Islands exempted limited partnership, acting by its General Partners, together with its permitted successors,

“Incremental Joinder Agreement” means an Incremental Commitment, effected pursuant to one or more Joinder Agreements,

“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;

“L/C Issuer” means UBS AG, Stamford Branch and any other Lender that becomes a L/C Issuer in

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Short particulars	<p>accordance with Section 2 03(l) 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>“Letter of Credit” means any letter of credit issued hereunder A Letter of Credit may be a commercial letter of credit or a standby letter of credit,</p> <p>“Lender” means Swing Line Lender and L/C Issuer, and each lender from time to time party hereto (collectively, the “Lenders” and individually, a “Lender”) 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 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, <u>Schedule 2 01</u> and <u>Schedule 2 01-A</u> of the Credit Agreement set forth the name of each Lender,</p> <p>“Loan” means an extension of credit by a Lender to the Borrowers under Article II of the Credit Agreement;</p> <p>“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,</p> <p>“Loan Parties” means, collectively, (a) Holdings, (b) the Borrowers and (c) each other Guarantor, Loan Document,</p> <p>“Margin Stock” has the meaning set forth in Regulation U of the Board of Governors of the United States Federal Reserve System, or any successor thereto;</p> <p>“Material Subsidiary Jurisdiction” means, at any date of determination, each jurisdiction in respect of which the aggregate amount of NPS generated by the Music Assets of Holdings, the Borrowers and any Restricted Subsidiary organized under the laws of such jurisdiction for the most recently ended Test Period is greater than or equal to 2 0% of the aggregate NPS generated by the Music Assets of Holdings, the Borrowers and the Restricted Subsidiaries for such period,</p> <p>“Music Assets” means, with respect to musical compositions and the rights anywhere in the world in all or any part of the Copyrights therein, the ownership interests, publishing rights, co-publishing rights, administration rights, co-administration rights, inbound licenses, rights to receive all or a share of the advances, royalties, license fees, profits, and other forms of revenue generated by such musical compositions,</p> <p>“Net Publishing Share” or “NPS” means, for any period, revenue (excluding, for the avoidance of doubt, interest income and proceeds from the sale of assets) generated during such period from the exercise of rights in the Compositions after paying, accruing, crediting or debiting, without duplication, (a) all royalties due to songwriters and other third party royalty participants, including payments, accruals or credits associated with audits and other settlements, (b) all fees paid, accrued,</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

credited or debited to third party subpublishers (including Sony Music Entertainment (Japan) Inc) and (c) any fees of outside legal advisors or other professional advisors incurred by or on behalf of Holdings, the Borrowers or any of their Subsidiaries in connection with the recovery of any portion of such revenue, in each case, determined on the same basis as Sony/ATV determines its net publishing share in the ordinary and usual course of its music publishing business,

“Notes” means Notes as defined in the UCC,

“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, 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,

“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,

“Pledged Collateral” means (a) all now owned or hereafter acquired Equity Interests held by it and the certificates representing all such Equity Interests (the “Pledged Equity”), in each case including all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Equity and all warrants, rights or options issued thereon or with respect thereto, provided, that the Pledged Equity shall not include (A) any Equity Interest of any Person (other than a Borrower, another Grantor or a wholly-owned Subsidiary of Grantor), to the extent the grant of security interest therein is not permitted or is restricted by the terms of such Person’s organizational or joint venture documents or other agreements with holders of such Equity Interests or requires the consent of one or more Persons other than a Grantor or any of its Affiliates (if consent cannot be obtained after using commercially reasonable efforts to do so) (other than to the extent any such prohibition, restriction or consent requirement would be rendered ineffective pursuant to the UCC as in effect in any applicable jurisdiction or any other applicable Law), (B) any Equity Interest if, to the extent and for so long as the pledge of such Equity Interest hereunder is prohibited by any applicable Law or would require consent, approval, license or authorization of a Governmental Authority (other than to the extent that any such prohibition would be rendered ineffective pursuant to the UCC as in effect in any applicable jurisdiction or any other applicable Law), (C) any Equity Interest with respect to which, in the reasonable judgment of the Administrative Agent and the Borrowers, the burden, cost or other consequences of pledging such Equity Interest hereunder (including any material adverse tax consequences to Holdings and its Affiliates resulting therefrom) outweighs the benefits to be obtained by the Secured Parties therefrom, (D) any Equity Interest the pledge of which would result in a material adverse tax consequence to the Borrowers or any of its Affiliates as reasonably determined by the Borrowers’ Representative and notified in writing to the Administrative Agent from time to time, (E) any Equity Interests of Excluded Subsidiaries and

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Particulars of a mortgage or charge

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Short particulars

Unrestricted Subsidiaries, (F) any Margin Stock, (G) in the case of any Excluded Foreign Subsidiary pursuant to clause (a) of the definition thereof, Pledged Equity shall not include more than 65% of the issued and outstanding voting Equity Interests and 100% of the issued and outstanding non-voting Equity Interests of each direct Subsidiary of such Grantor and (H) any Equity Interest to the extent that and so long as the grant of a security interest therein would validly give any other party in respect of any Equity Interest the right to terminate or gives rise to a valid default, breach, remedy, right of recoupment, claim, defense or termination of its obligations thereunder (other than to the extent that any such right, prohibition, restriction or consent requirement would be rendered ineffective pursuant to the UCC as in effect in any applicable jurisdiction or any other applicable Law) (any Equity Interests excluded pursuant to clauses (A) through (H) , the "Excluded Equity Interests"), provided, that the exclusions referred to in the foregoing clauses shall not include any Proceeds of any such Equity Interests except to the extent such Proceeds consist of assets that are excluded by such clauses; provided, further, that the Equity Interests referred to in clauses (A), (B) and (E) shall cease to be an Excluded Equity Interest at such time as such prohibition, restriction or other requirement ceases to be in effect, (b) all the now owned and hereafter acquired Promissory Notes and any now owned or hereinafter acquired Instruments for borrowed money evidencing Indebtedness owned by it (including those listed opposite the name of such Grantor in Section II A 2 of the Collateral Questionnaire) (the "Pledged Debt"), in each case including all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all Pledged Debt, provided, that, other than with regards to Pledged Debt between one Grantor and another, the Pledged Debt (other than Pledged Debt owed from one Loan Party to another Loan Party) shall not include (A) any Promissory Notes or any Instruments for borrowed money evidencing Indebtedness, to the extent the grant of security interest therein is not permitted or is restricted by the terms of agreements with the issuers of such Promissory Note or Instruments (other than to the extent any such prohibition, restriction or consent requirement would be rendered ineffective pursuant to the UCC as in effect in any applicable jurisdiction or any other applicable Law), (B) any Promissory Notes or any Instruments for borrowed money evidencing Indebtedness with respect to which, in the reasonable judgment of the Administrative Agent and the Borrowers, the burden, cost or other consequences of pledging such Promissory Notes or Instruments hereunder (including any material adverse tax consequences to Holdings and its Affiliates resulting therefrom) outweighs the benefits to be obtained by the Secured Parties therefrom and (C) any Promissory Notes or any Instruments for borrowed money evidencing Indebtedness to the extent that and so long as the grant of a security interest therein could reasonably be expected to result in, a material risk of personal criminal liability for any Grantor or any officer or director of any Grantor (any Promissory Notes or Instruments for borrowing money evidencing Indebtedness excluded pursuant to clauses (A) through (C) , the "Excluded Debt"); (c) subject to Section 2.06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (a) and (b) above, (d) subject to Section 2.06, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b) and (c) above, and (e) all Proceeds of and Securities Entitlements (to the extent consisting of Proceeds that may be perfected by the filing of a UCC financing statement) in respect of, any of the foregoing other than to the extent constituting Excluded Equity Interests or Excluded Debt,

"Proceeds" means Proceeds as defined in the UCC;

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6 Short particulars of all the property mortgaged or charged

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“Refinancing Agreement” means refinancing agreement as defined in the UCC,

“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,

“Restricted Subsidiary” means any Subsidiary of Holdings other than any Unrestricted Subsidiary,

“SCA” means Sony Corporation of America, a Delaware corporation,

“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”,

“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”,

“Secured Obligations” means the “Obligations” as defined in the Credit Agreement whether outstanding on the date of this Security Agreement or extended or arising from time to time after the date of the Security Agreement;

“Secured Parties” means, collectively, the Administrative Agent, the Lenders, each Hedge Bank, each Cash Management Bank, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9 01(c) of the Credit Agreement or, in the case of a Hedge Bank or Cash Management Bank that is not the Administrative Agent or a Lender, such person delivers to the Administrative Agent a letter agreement pursuant to which such person (i) appoints the Administrative Agent as its agent under the applicable Loan Documents and (ii) agrees to be bound by the provisions of Section 9 11 of the Credit Agreement as it were Lender,

“Security Agreement” means the agreement dated as of June 29, among MTL PUBLISHING LLC, a Delaware limited liability company (the “Company” and together with each Additional Borrower party hereto from time to time, the “Borrowers”), DH PUBLISHING, L P , a Cayman Islands exempted limited partnership, acting by its General Partners (“Holdings”), each Subsidiary Guarantor party hereto from time to time and UBS AG, Stamford Branch, as administrative agent and collateral agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the benefit of the Secured Parties,

“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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>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>"Subsidiary Guarantor" means any Guarantor other than Holdings,</p> <p>"Supplemental Administrative Agent" refers to someone who is appointed by the Administrative Agent in case of litigation under the Credit Agreement or under any of the Loan Documents, or of enforcement of the Loan Documents, or where the Administrative Agent deems that by reason of any present or future Law of any jurisdiction it may not exercise any of the rights, powers or remedies granted herein or in any of the other Loan Documents or take any other action which may be desirable or necessary in connection therewith,</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>"Test Period" in effect at any time means the most recent period of four consecutive fiscal quarters of Holdings ended on or prior to such time (taken as one accounting period) in respect of which financial statements for each quarter or fiscal year in such period have been or are required to be delivered pursuant to Section 4 01 or Section 6 01(a) or (b) of the Credit Agreement, as applicable,</p> <p>"UCC" means the Uniform Commercial Code or any successor provision thereof as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code or any successor provision thereof (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral,</p> <p>"Unrestricted Subsidiaries" means any Subsidiary of the Company designated by the Board of Directors of the Company as an Unrestricted Subsidiary pursuant to Section 6 14 of the Credit Agreement subsequent to the Closing Date, in each case, until such Person ceases to be an Unrestricted Subsidiary of the Company in accordance with Section 6 14 or ceases to be a Subsidiary of the Company No Subsidiary shall be designated an Unrestricted Subsidiary if it owns, directly or indirectly, Equity Interests or Indebtedness of, or owns or holds any Lien on any property of, any Borrower, any Guarantor or any other Restricted Subsidiary</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1318708
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COPYRIGHT SECURITY
AGREEMENT DATED 29 JUNE 2012 AND CREATED BY MOTOR
MUSIC 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 6 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JULY 2012

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES