

X What this form is NOT for
You cannot use this form to
particulars of a charge for a
company To do this, please u
form MG01s

MONDAY



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09/07/2012

#14

COMPANIES HOUSE

CHFP000
03/11 Version 5.0

MG01

Particulars of a mortgage or charge

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	
Name	UBS AG, Stamford Branch	
Address	677 Washington Blvd Stamford, CT	
	USA	
Postcode	0 6 9 0 1	
Name		
Address		
Postcode		
	Continuation page Please use a continuation page if you need to enter more details	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
	Continuation page Please use a continuation page if you need to enter more details	
Short particulars	1 ASSIGNMENT PROVISION As continuing security for the payment of the Secured Obligations, the Assignor agreed to assign to the Assignee, and has assigned absolutely with full title guarantee to the Assignee, the Assigned Agreement and all its rights, title and interest in and to the Assigned Agreement, subject to reassignment by the Assignee to the Assignor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations. Until the occurrence of an Enforcement Event and for so long as such Enforcement Event is continuing, the Assignor may continue to deal with the Counterparty to the Assigned Agreement 2 FURTHER ASSURANCE 2 1 Subject to the limitations and exceptions set forth in the definition of Collateral and Guarantee Requirement the Assignor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in the Deed) as the Assignee may reasonably specify (and in such form as the Assignee may reasonably require) (i) to perfect the Security created or intended to be created under or evidenced by the Deed or for the exercise of any rights, powers and remedies of the Assignee, any Receiver or the other Secured Parties provided by or pursuant to the Deed or by law, and/or (ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Deed 2 2 Subject to the limitations and exceptions set forth in the definition of Collateral and Guarantee Requirement, the Assignor shall take all such action as is available to it (including making all filings and registrations and the service of notices) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Assignee or the Secured Parties by or pursuant to the Deed Please see continuation pages of this form MG01 attached hereto	

MG01

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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 <i>Latham & Watkins</i> X	
	This form must be signed by a person with an interest in the registration of the charge	

MG01

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	Fadi Otaqui
Company name	Latham & Watkins
Address	99 Bishopsgate
Post town	London
County/Region	
Postcode	E C 2 M 3 X F
Country	UK
DX	
Telephone	020 7710 4666

 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

MG01 - continuation page

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	3 NEGATIVE PLEDGE No Assignor may (a) create or agree to create or permit to subsist any Lien over all or any part of the Assigned Property, (b) sell, assign, novate, transfer or otherwise dispose of, or grant any rights over, all or any part of the Assigned Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, (c) dispose of the equity of redemption in respect of all or any part of the Assigned Property, or (d) amend or waive any term of, or terminate, the Assigned Agreement, without the prior written consent of the Assignee, except as permitted by the Credit Agreement or with the prior consent of the Assignee provided that in the event that any of the Assignors sell or otherwise dispose of assets as permitted by the Loan Documents or by the Assignee, and such assets are or include any of the Assigned Property, upon the request of the Assignor, the Assignee shall release and re-assign such Assigned Property to the Assignor free and clear of the Security created by the Deed concurrently with the consummation of such sale or disposal 4 CONTINUING SECURITY 4 1 Continuing Security The Security constituted by the Deed shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing 4 2 Other Security The Security constituted by the Deed is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Assignee and/or any other Secured Party may now or after the date of the Deed hold for any of the Secured Obligations, and this Security may be enforced against the Assignor without first having recourse to any other rights of the Assignee or any other Secured Party 5 ENFORCEMENT OF SECURITY 5 1 Enforcement Powers For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of the Deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by the Deed shall be immediately exercisable at any time after an Enforcement Event has occurred 5 2 Statutory Powers The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under the Deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those acts and those contained in the Deed, those contained in the Deed shall prevail	

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars	5 3 Exercise of Powers All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by the Deed, and all or any of the rights and powers conferred by the Deed on a Receiver (whether expressly or impliedly), may be exercised by the Assignee without further notice to the Assignor at any time after an Enforcement Event has occurred, irrespective of whether the Assignee has taken possession or appointed a Receiver of the Assigned Property 5 4 Disapplication of Statutory Restrictions The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by the Deed 6 POWER OF ATTORNEY The Assignor, by way of security, irrevocably and severally appoints the Assignee, each Receiver and any person nominated for the purpose by the Assignee or any Receiver (in writing and signed by an officer of the Assignee or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf at any time following an Enforcement Event and the Assignee having notified the Chargors that it intends to exercise such rights, except that such notice shall not be required following the occurrence of a bankruptcy event of default, or pursuant to the Assignee's power to remedy arising under Clause 9 1 (Power to Remedy) of the Deed, to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Deed, or which may be required to enable the exercise of any rights or powers conferred on the Assignee or any Receiver under the Deed or otherwise for any of the purposes of the Deed, and each Assignor covenants with the Assignee and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney DEFINITIONS "Administrative Agent" has the meaning give to it in the Credit Agreement "Administrator Intercreditor Agreement" means that certain Administrator Intercreditor Agreement, dated as of the Closing Date, between Holdings, MTL PUBLISHING LLC, EMI Music Publishing Group North America Holdings Inc , UBS and Sony/ATV, in form and substance reasonably satisfactory to the Administrative Agent, as the same may be amended from time to time "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 "Agents" means, collectively, the Administrative Agent, the Syndication Agent (as defined in the Credit Agreement) and the Supplemental Administrative Agents (if any) and the Lead Arranger and Bookrunner

MG01 - continuation page

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Short particulars	"Assigned Agreements" means each of (i) the administration agreement entered into on or about the date of the Deed between the Limited Partnership and the Counterparty (the "Administration Agreement") as acceded to by the Initial Assignors, the Limited Partnership or each company which grants security over the Assigned Property in favour of the Assignee by executing a Security Accession Deed (as defined in the Credit Agreement), and (ii) any accession agreement pursuant to which Initial Assignors, the Limited Partnership or each company which grants security over the Assigned Property in favour of the Assignee accede to the Administration Agreement "Assignor" has the meaning given to it in Section 1 of this Form MG01 "Assigned Property" means the Assigned Agreements and all of the rights, title and interest in and to any Assigned Agreement assigned by each of the Initial Assignors, the Limited Partnership or each company which grants security over the Assigned Property under Clause 3 (Assignment Provision) of the Deed "Attorney Costs" means all actual and documented out-of-pocket fees, expenses and disbursements of any law firm or other external legal counsel "Borrowers" comprises of MTL PUBLISHING LLC and EMI Music Publishing Group North America Holdings Inc "Borrowers' Representative" means the MTL PUBLISHING LLC in its capacity as representative for the Borrowers pursuant to Section 10 25 of the Credit Agreement "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, New York, New York or the jurisdiction where the Administrative Agent's Office (as defined in the Credit Agreement) with respect to Obligations denominated in Dollars is located and (a) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan (as defined in the Credit Agreement) denominated in Dollars, any funding, disbursement, settlement and payment in Dollars in respect of any such Eurocurrency Rate Loan (as defined in the Credit Agreement), or any other dealings in Dollars to be carried out pursuant to the Credit Agreement in respect of any such Eurocurrency Rate Loan (as defined in the Credit Agreement), means any such day on which dealings in deposits in Dollars are conducted by and between banks in the London interbank eurodollar market, (b) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan (as defined in the Credit Agreement) denominated in Euros, any fundings, disbursements, settlements and payments in Euros in respect of any such Eurocurrency Rate Loan (as defined in the Credit Agreement), or any other dealings in Euros to be carried out pursuant to the Credit Agreement in respect of any such Eurocurrency Rate Loan (as defined in the Credit Agreement), means a TARGET Day (as defined in the Credit Agreement),

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars	Please give the short particulars of the property mortgaged or charged (c) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan (as defined in the Credit Agreement) denominated in a currency other than Dollars or Euros, means any such day on which dealings in deposits in the relevant currency are conducted by and between banks in the London or other applicable offshore interbank market for such currency, and (d) if such day relates to any fundings, disbursements, settlements and payments in a currency other than Dollars or Euros in respect of a Eurocurrency Rate Loan (as defined in the Credit Agreement) denominated in a currency other than Dollars or Euros, or any other dealings in any currency other than Dollars or Euros to be carried out pursuant to the Credit Agreement in respect of any such Eurocurrency Rate Loan (as defined in the Credit Agreement) (other than any interest rate settings), means any such day on which banks are open for foreign exchange business in the principal financial center of the country of such currency "Capitalized Leases" means all leases that have been or are required to be, in accordance with GAAP, recorded as capitalized leases, provided that for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability in accordance with GAAP "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 "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 "CFC" means a "controlled foreign corporation" within the meaning of Section 957(a) of the Code "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 "Code" means the U S Internal Revenue Code of 1986, as amended from time to time "Collateral" means all "Collateral" (or equivalent term) as defined in any Collateral Document and shall include the Mortgaged Properties "Collateral and Guarantee Requirement" means, at any time, the requirement that (a) the Administrative Agent shall have received each Collateral Document required to be delivered (i) on the Closing Date pursuant to Section 4 01 of the Credit Agreement or (ii) on such other dates from time to time pursuant to Section 6 11 or Section 6 13 of the Credit Agreement in each case, duly executed by each Loan Party thereto and in form and substance reasonably acceptable to the Administrative Agent and the Borrowers' Representative,

MG01 - continuation page
Particulars of a mortgage or charge

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Short particulars	Please give the short particulars of the property mortgaged or charged (b) (i) all Obligations of the Borrowers shall have been unconditionally guaranteed (subject to any limitations required by law or regulation (including under any financial assistance, corporate benefit or thin capitalization rule that may limit the ability of a Restricted Subsidiary to provide a guarantee or may require that the guarantee be limited in amount or otherwise), by Holdings, each Restricted Subsidiary of the Borrowers that is a wholly-owned Material Subsidiary (and not an Excluded Subsidiary) including, without limitation, those Restricted Subsidiaries that are listed on Schedule 1 01-C of the Credit Agreement, (ii) each Borrower shall have unconditionally guaranteed the Obligations of each other Borrower and (iii) and any Restricted Subsidiary of Holdings that Guarantees the Senior Notes, any Junior Financing or any Credit Agreement Refinancing Indebtedness (or, in each case, any Permitted Refinancing thereof) shall be a Guarantor hereunder, (c) the Obligations of each Loan Party shall have been secured by a first-priority security interest (subject only to non-consensual Liens permitted by Section 7 01 of the Credit Agreement) in (i) all the Equity Interests in the Borrowers owned by such Loan Party, (ii) all Equity Interests of each wholly-owned Restricted Subsidiary (other than (A) Excluded Subsidiaries and (B) any disregarded entity for U S federal income tax purposes that directly (or indirectly through one or more other disregarded entities) owns voting Equity Interests in a CFC) that is directly owned by such Loan Party and (iii) 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 Loan Party that is (x) an Excluded Foreign Subsidiary pursuant to clause (a) of the definition thereof or (y) an Excluded Foreign Subsidiary pursuant to clause (b) of the definition thereof and is treated as a corporation for U S federal income tax purposes, (d) except to the extent otherwise provided hereunder or under any Collateral Document, the Obligations of each Loan Party shall have been secured by a valid and enforceable security interest in substantially all of such Loan Party's tangible and intangible assets (other than Equity Interests owned by such Loan Party, which shall be governed by clause (c) above), in each case with the priority required by the Collateral Documents, and subject only to the express exceptions and limitations otherwise set forth in this definition, otherwise in the Credit Agreement (including, without limitation, Liens permitted by Section 7 01 of the Credit Agreement) and in the Collateral Documents, and (e) the Administrative Agent shall have received duly executed counterparts of a Mortgage and other documentation required to be delivered with respect to each Material Real Property pursuant to Section 6 13 of the Credit Agreement Notwithstanding the foregoing or anything to the contrary contained herein (A) the Loan Parties shall not be required to grant a security interest in any asset or type of asset or perfect a security interest in any asset or type of asset (and such asset or type of asset shall not constitute Collateral) to the extent (i) the burden or cost of obtaining or perfecting a Lien therein (including any mortgage, stamp, intangibles or other tax) outweighs the benefit of the security afforded thereby as reasonably determined by the Administrative Agent and the Borrowers' Representative, (ii) the granting of a Lien in such asset 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 (in each case, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other applicable law) or (iii) the granting of a Lien could reasonably be expected to result in, a material risk of personal or criminal liability for such Person or any officer or director of such Person,

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars	(B) Liens required to be granted pursuant to this definition, the Collateral Documents and Sections 6 11 and 6 13 of the Credit Agreement shall be subject to exceptions and limitations consistent with those set forth in the Collateral Documents (to the extent appropriate in the applicable jurisdiction), including, without limitation, the exclusion from the Collateral of (i) cash and cash equivalents and all deposit, securities and commodities accounts (including securities entitlements and related assets), except to the extent that the foregoing are proceeds of any Collateral (i) of a Loan Party that is a Domestic Subsidiary perfected by filing a UCC financing statement or (ii) of a Loan Party that is a Foreign Subsidiary perfected in accordance with local applicable law pursuant to a filing (with a central registry), (ii) all leasehold real property (including requirements to deliver landlord lien waivers, estoppels and collateral access letters), (iii) all fee-owned or freehold real property other than Material Real Property, (iv) interests in partnerships, joint ventures and non-wholly-owned subsidiaries which cannot be pledged without the consent of one or more Persons other than the MTL PUBLISHING LLC, or its Affiliates, only if consent cannot reasonably be obtained after the Borrowers' Representative's commercially reasonable efforts to obtain such consent, (v) the Equity Interests of captive insurance subsidiaries, not-for-profit subsidiaries, and Unrestricted Subsidiaries, (vi) margin stock, (vii) such assets in respect of which the grant of a Lien with respect thereto would result in material adverse tax consequences as reasonably determined by the Borrowers' Representative, (viii) any property and assets the pledge of which would require governmental consent, approval, license or authorization of any Governmental Authority, (ix) with respect to any United States collateral, any "intent-to-use" Trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, 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, (x) assets (other than the Equity Interests of wholly-owned Restricted Subsidiaries directly owned by a Loan Party) not located in Material Subsidiary Jurisdictions, and (xi) any royalties or other amounts payable to, received by or held by any Loan Party to the extent such royalties or other amounts that are not owned by such Loan Party and such Loan Party is contractually or legally obligated to turn over such amounts to any copyright grantor or any other third party, and (C) the following actions shall not be required with respect to any Collateral (x) the perfection of a pledge of or security interest in (i) any assets or property the creation or perfection of a valid and enforceable security interest in which is effected by control agreements or (ii) motor vehicles and any other assets (other than Intellectual Property assets) subject to certificate of title statutes or (y) the obtaining of surveys, abstracts or appraisals with respect to particular assets if and for so long as, in the reasonable judgment of the Administrative Agent and the Borrowers' Representative, the cost of obtaining such surveys, abstracts or appraisals in respect of such assets shall be excessive in view of the benefits to be obtained by the Lenders therefrom

MG01 - continuation page

Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged
Short particulars	"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 of the Credit Agreement, 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 "Commitment" means, as to each Lender, its obligation to make a Loan to the Borrowers hereunder, expressed as an amount representing the maximum principal amount of the Loan to be made by such Lender under the Credit Agreement, as such commitment may be (a) reduced from time to time pursuant to Section 2 06 of the Credit Agreement and (b) reduced or Assignment and Assumption (as defined in the Credit Agreement) increased from time to time pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption (as defined in the Credit Agreement) and shall include any Term B Commitment (as defined in the Credit Agreement), Revolving Credit Commitment (as defined in the Credit Agreement), New Revolving Credit Commitment (as defined in the Credit Agreement), New Term Commitment (as defined in the Credit Agreement), Other Term Commitment (as defined in the Credit Agreement), Extended Revolving Credit Commitment (as defined in the Credit Agreement) and Replacement Revolving Credit Commitment (as defined in the Credit Agreement) "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise "Controlling" and "Controlled" have meanings correlative thereto For the avoidance of doubt, none of the Lead Arranger, the Agents or their respective lending affiliates or any entity acting as an L/C Issuer hereunder shall be deemed to be an Affiliate of Holdings, the Borrowers or any of their respective Subsidiaries For the avoidance of doubt, each direct or indirect Subsidiary of SCA (as defined in the Credit Agreement) shall be deemed to be an Affiliate of Holdings for purposes of Section 7 08 of the Credit Agreement "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 (as defined in the Credit Agreement) 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 "Counterparty" means Sony/ATV Music Publishing LLC "Credit Agreement" meaning the credit agreement dated the 29 June 2012 and entered into between, among others, MTL Publishing LLC, DH Publishing LP, the Assignee and the Lenders

MG01 - continuation page

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Short particulars	"Credit Agreement Refinancing Indebtedness" means any (a) Permitted Pari Passu Secured Refinancing Debt, (b) Permitted Junior Secured Refinancing Debt, (c) Permitted Unsecured Refinancing Debt or (d) Indebtedness incurred pursuant to a Refinancing Amendment, in each case, issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace or refinance, in whole or part, existing Term Loans (including any successive Credit Agreement Refinancing Indebtedness) ("Refinanced Debt"), provided that (i) such exchanging, extending, renewing, replacing or refinancing Indebtedness is in an original aggregate principal amount not greater than the aggregate principal amount of the Refinanced Debt except by an amount equal to unpaid accrued interest and premium (including tender premium) thereon plus reasonable upfront fees and OID on such exchanging, extending, renewing, replacing or refinancing Indebtedness, plus other reasonable and customary fees and expenses in connection with such exchange, modification, refinancing, refunding, renewal, replacement or extension, (ii) such Indebtedness has a later maturity than, and a Weighted Average Life to Maturity equal to or greater than, in each case, the Refinanced Debt, (iii) the terms and conditions of such Indebtedness (except as otherwise provided in clause (ii) above and with respect to pricing, premiums and optional prepayment or redemption terms) are substantially identical to, or (taken as a whole) are no more favorable to the lenders or holders providing such Indebtedness, than those applicable to the Refinanced Debt being refinanced (except for covenants or other provisions applicable only to periods after the Latest Maturity Date at the time of incurrence of such Indebtedness) (provided that a certificate of a Responsible Officer delivered to the Administrative Agent at least five (5) Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrowers' Representative has determined in its good faith that such terms and conditions satisfy the requirement of this clause (iii) shall be conclusive evidence that such terms and conditions satisfy such requirement unless the Administrative Agent notifies the Borrowers' Representative within such five (5) Business Day period that it disagrees with such determination (including a description of the basis upon which it disagrees)), and (iv) such Refinanced Debt shall be repaid, defeased or satisfied and discharged, and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained "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 "Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default "Domain Names" means all Internet domain names and associated URL addresses "Domestic Subsidiary" means any Subsidiary that is organized under the Laws of the United States, any state thereof or the District of Columbia

MG01 - continuation page

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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	"Enforcement Event" means an Event of Default which has occurred and is continuing "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) "Event of Default" means each of the events referred to in clauses (a) through (l) of Section 8 01 of the Credit Agreement "Excluded Foreign Subsidiary" means (a) any Foreign Subsidiary that is (i) directly or indirectly owned by EMI MUSIC PUBLISHING GROUP NORTH AMERICA HOLDINGS INC and (ii) a CFC, (b) any Domestic Subsidiary, or any Foreign Subsidiary that is not described in clause (a), in each case, directly or indirectly owned by EMI MUSIC PUBLISHING GROUP NORTH AMERICA HOLDINGS INC that does not own any material assets other than shares in Foreign Subsidiaries that are CFC's, or (c) any Foreign Subsidiary of MTL PUBLISHING LLC, set forth on Schedule 1 01-B of the Credit Agreement or (d) other than any Loan Parties set forth in Schedule 1 01-C of the Credit Agreement, such Foreign Subsidiaries in respect of which the giving of a Guaranty thereby would result in material adverse tax consequences as reasonably determined by the Borrowers' Representative "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 of the Credit Agreement, 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 "Extension Offer" has the meaning specified in Section 2 16(a) of the Credit Agreement "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 MTL PUBLISHING LLC

MG01 - continuation page

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	"First Lien Intercreditor Agreement" means a "pari passu" intercreditor agreement among the Administrative Agent and one or more Senior Representatives (as defined in the Credit Agreement) for holders of Permitted Pari Passu Secured Refinancing Debt in form and substance reasonably satisfactory to the Administrative Agent "Foreign Subsidiary" means any direct or indirect Subsidiary of either Borrower that is not a Domestic Subsidiary "GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time, provided, however, that (i) if the Borrowers notify the Administrative Agent that Borrowers' Representative requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of IFRS) on the operation of such provision (or if the Administrative Agent notifies the Borrowers' Representative that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith and (ii) any change in GAAP occurring after March 31, 2012 that would require operating leases to be treated similarly to capital leases shall not be given effect in the definition of Indebtedness or any related definitions or in the computation of any financial ratio or requirement "General Partners" means, each of NAHCL GP Limited, NALLC GP LLC and NCHL GP Limited, in their respective capacities as a general partner of Holdings	

MG01 - continuation page

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	"Guarantee" means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien), provided that the term "Guarantee" shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under the Credit Agreement (other than such obligations with respect to Indebtedness) The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith The term "Guarantee" as a verb has a corresponding meaning "Guarantors" shall mean (i) as of the Closing Date, each of the entities listed on Schedule 1 01-C of the Credit Agreement and (ii) from and after the Closing Date, each other Person who guarantees the Obligations in accordance with Section 6 11, 6 13 of the Credit Agreement and the Collateral and Guarantee Requirements For avoidance of doubt, the Borrowers may cause any Restricted Subsidiary that is not a Guarantor to Guarantee the Obligations by causing such Restricted Subsidiary to execute a joinder to the Guaranty, and, from and after the Closing Date, any such Restricted Subsidiary that is not an Excluded Subsidiary shall be a Guarantor hereunder for all purposes "Guaranty" means the guaranty made by Holdings, the Borrowers and the other Guarantors in favor of the Administrative Agent on behalf of the Secured Parties pursuant to clause (b) of the definition of "Collateral and Guarantee Requirement," in form and substance reasonably satisfactory to the Administrative Agent, and each supplement thereto "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)	

MG01 - continuation page

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	"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) "Immaterial Subsidiaries" means Restricted Subsidiaries that are not Matenal Subsidiaries "Incremental Joinder Agreement" has the meaning specified in Section 2 14(a) of the Credit Agreement "Incremental Loan" has the meaning specified in Section 2 14(c) of the Credit Agreement "Intellectual Property" means any and all intellectual and similar property of every kind and nature including inventions, designs, Patents, Copyrights, Trademarks, Domain Names, moral rights, trade secrets, confidential or proprietary technical and business information, know how, show how or other data or information, software, databases, all other proprietary information and all embodiments or fixations thereof and related documentation, registrations and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing "Intellectual Property Mortgages" means copyright security agreements made by the Loan Parties in favor or for the benefit of the Administrative Agent on behalf of the Lenders in form and substance reasonably satisfactory to the Administrative Agent and executed and delivered pursuant to Sections 6 11 and 6 13 of the Credit Agreement "Intellectual Property Security Agreements" means each Intellectual Property Mortgage and each other security agreement in respect of Intellectual Property executed pursuant to the Collateral and Guarantee Requirement and each other Security Agreement	

MG01 - continuation page

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	"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person, (c) net obligations of such Person under any Swap Contract (as defined in the Credit Agreement), (d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts and accrued expenses payable in the ordinary course of business, (ii) any earn-out obligation until such obligation is not paid after becoming due and payable, (iii) accruals for payroll and other liabilities accrued in the ordinary course of business and (iv) accruals and credits with respect to royalties or other payments due to songwriters or other royalty participants including accruals or credits associated with audits or other settlements, in all cases incurred in the ordinary course of business), (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned, acquired or being acquired by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse, (f) all Attributable Indebtedness (as defined in the Credit Agreement), (g) all obligations of such Person in respect of Disqualified Equity Interests (as defined in the Credit Agreement), and (h) all Guarantees of such Person in respect of any of the foregoing For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would be included in the calculation of Consolidated Total Debt (as defined in the Credit Agreement) The amount of any net obligation under any Swap Contract (as defined in the Credit Agreement) on any date shall be deemed to be the Swap Termination Value (as defined in the Credit Agreement) thereof as of such date The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) the fair market value (as determined by such Person in good faith) of the property encumbered thereby as determined by such Person in good faith

MG01 - continuation page

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	"Initial Assignor" means the companies listed in Schedule 1 (The Assignors) of the Credit Agreement (each an "Initial Assignor" and together the "Initial Assignors") "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 "Junior Financing" has the meaning specified in Section 7 13(a)(i) of the Credit Agreement "L/C Issuer" means UBS AG, Stamford Branch and any other Lender that becomes a L/C Issuer in 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 "Latest Maturity Date" means, at any date of determination, the latest maturity or expiration date applicable to any Term Loan, Revolving Credit Loan (as defined in the Credit Agreement) or Commitment hereunder at such time, including the latest maturity or expiration date of any Incremental Loan, any Other Term Loan (as defined in the Credit Agreement), any Extended Term Loan (as defined in the Credit Agreement), any Extended Revolving Credit Commitment (as defined in the Credit Agreement) (or Loan thereunder), any Replacement Revolving Credit Commitment (as defined in the Credit Agreement) (or Loan thereunder) in each case as extended in accordance with the Credit Agreement from time to time "Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities and executive orders, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority "Lead Arranger and Bookrunner" means UBS Securities LLC in its capacity as sole lead arranger and sole bookrunner under the Credit Agreement "Lenders" means UBS AG, Stamford Branch, as administrative agent and as collateral agent under the Loan Documents, Swing Line Lender and L/C Issuer, and each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender") "Letter of Credit" means any letter of credit issued under the Credit Agreement A Letter of Credit may be a commercial letter of credit or a standby letter of credit "Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the relevant L/C Issuer	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged "Limited Partnership" means DH Publishing, L P , an exempted limited partnership formed in the Cayman Islands with registered number 52066 acting through its general partners, NAHCL GP Limited, NALL GP LLC and NCHL GP Limited "Lien" means any mortgage, pledge, hypothecation, assignment, conditional assignment, assignment for security purposes, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real or personal property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing), provided that in no event shall an operating lease or the Administration Agreement in and of itself be deemed a Lien "Loan" means an extension of credit by a Lender to the Borrowers under Article II "Loan Documents" means, collectively, (a) the Credit Agreement, (b) the Notes, (c) the Administrator Intercreditor Agreement, (d) any Refinancing Amendment, Incremental Joinder Agreement or Extension Offer, (e) the Guaranty, (f) the Collateral Documents, (g) the Fee Letter and (h) the Issuer Documents "Loan Parties" means, collectively, (a) Holdings, (b) the Borrowers and (c) each other Guarantor "Material Real Property" means any real property owned by any Loan Party with a fair market value in excess of \$5,000,000 "Material Subsidiary" means, at any date of determination, (a) each Restricted Subsidiary that is organized under the law of a Material Subsidiary Jurisdiction and (b) each Subsidiary of Holdings that owns, directly or indirectly, Equity Interests of any other Material Subsidiary For the avoidance of doubt, each Restricted Subsidiary organized in the United States and the United Kingdom shall be a Material Subsidiary "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 "Mortgaged Properties" means each Material Real Property or Intellectual Property requiring delivery of a Mortgage pursuant to Sections 6 11 or 6 13 of the Credit Agreement "Mortgages" means collectively, the Intellectual Property Mortgages and the Real Property Mortgages "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

MG01 - continuation page

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	"New Revolving Credit Lender" has the meaning specified in Section 2 14(a) of the Credit Agreement "New Term Loan" has the meaning specified in Section 2 14(c) of the Credit Agreement "New Term Lender" has the meaning specified in Section 2 14(a) of the Credit Agreement "Note" means a Term Note, Revolving Credit Note of any Borrower payable to any Lender or its registered assigns, evidencing the aggregate Indebtedness of such Borrower to such Lender resulting from the Loans made by such Lender "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, 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 "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 "OID" means original issue discount

MG01 - continuation page

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	"Patents" means (a) any and all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule 7(a) to the Collateral Questionnaire (as defined in the Credit Agreement), and (b) any and all (i) rights and privileges arising under applicable Law with respect thereto, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof "Permitted Junior Secured Refinancing Debt" means any secured Indebtedness incurred by a Borrower, provided that (i) such Indebtedness is secured by the Collateral on a second-priority basis with the Obligations and is not secured by any property or assets of any Borrower or any Subsidiary other than the Collateral, (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness, (iii) such Indebtedness does not mature or have scheduled amortization or scheduled payments of principal and is not subject to mandatory redemption, repurchase, prepayment or sinking fund obligation (other than customary offers to repurchase upon a change of control, asset sale or casualty event and customary acceleration rights after an event of default) prior to the Latest Maturity Date at the time such Indebtedness is incurred, (iv) the security agreements relating to such Indebtedness are substantially the same as the Collateral Documents (with such differences as are reasonably satisfactory to the Administrative Agent), (v) such Indebtedness is not guaranteed by any Subsidiaries other than the Subsidiary Guarantors, (vi) immediately after giving Pro Forma Effect (as defined in the Credit Agreement) thereto and the use of any proceeds therefrom no Event of Default shall exist or result therefrom and (vii) a Senior Representative (as defined in the Credit Agreement) acting on behalf of the holders of such Indebtedness shall have become party to or otherwise subject to the provisions of a Second Lien Intercreditor Agreement, provided that if such Indebtedness is the initial Permitted Junior Secured Refinancing Debt incurred by any Borrower, then Holdings, the Borrowers, the Subsidiary Guarantors, the Administrative Agent and the Senior Representative (as defined in the Credit Agreement) for such Indebtedness shall have executed and delivered a Second Lien Intercreditor Agreement Permitted Junior Secured Refinancing Debt, if in the form of notes, will include any Registered Equivalent Notes issued in exchange therefor	

MG01 - continuation page

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	"Permitted Pari Passu Secured Refinancing Debt" means any secured Indebtedness incurred by any Borrower; provided that (i) such Indebtedness is secured by the Collateral on a pari passu basis (but without regard to the control of remedies) with the Obligations and is not secured by any property or assets of any Borrower or any Subsidiary other than the Collateral, (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness, (iii) such Indebtedness does not mature or have scheduled amortization or scheduled payments of principal and is not subject to mandatory redemption, repurchase, prepayment or sinking fund obligation (other than customary offers to repurchase upon a change of control, asset sale or casualty event and customary acceleration rights after an event of default) prior to the Latest Maturity Date at the time such Indebtedness is incurred, (iv) the security agreements relating to such Indebtedness are substantially the same as the Collateral Documents (with such differences as are reasonably satisfactory to the Administrative Agent), (v) such Indebtedness is not guaranteed by any Subsidiaries other than the Subsidiary Guarantors, (vi) immediately after giving Pro Forma Effect (as defined in the Credit Agreement) thereto and the use of any proceeds therefrom no Event of Default shall exist or result therefrom and (vii) a Senior Representative (as defined in the Credit Agreement) acting on behalf of the holders of such Indebtedness shall have become party to or otherwise subject to the provisions of a First Lien Intercreditor Agreement, provided that if such Indebtedness is the initial Permitted Pari Passu Secured Refinancing Debt incurred by any Borrower, then the Borrowers, Holdings, the Subsidiary Guarantors, the Administrative Agent and the Senior Representative (as defined in the Credit Agreement) for such Indebtedness shall have executed and delivered a First Lien Intercreditor Agreement. Permitted Pari Passu Secured Refinancing Debt, if in the form of notes, will include any Registered Equivalent Notes issued in exchange therefor

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged "Permitted Refinancing" means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person, provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium (including tender premiums) thereon, plus reasonable OID and upfront fees plus other fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, (b) other than with respect to a Permitted Refinancing in respect of Indebtedness permitted pursuant to Section 7 03(b) or Section 7 03(e) of the Credit Agreement, such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) at the time thereof, no Default or Event of Default shall have occurred and be continuing, (d) such Indebtedness shall have no greater security and guarantees than the Indebtedness being so modified, refinanced, refunded, renewed or extended and (e) if such Indebtedness being modified, refinanced, refunded, renewed, replaced or extended is Junior Financing, (i) to the extent such Indebtedness being modified, refinanced, refunded, renewed, replaced or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal, replacement or extension is subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) the terms and conditions (including, if applicable, as to collateral but excluding as to subordination, pricing, premiums and optional prepayment or redemption provisions) of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, are not materially less favorable to the Loan Parties or the Lenders than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended, provided that a certificate of a Responsible Officer delivered to the Administrative Agent at least five (5) Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrowers' Representative has determined in good faith that such terms and conditions satisfy the foregoing requirement shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrowers' Representative within such five Business Day period that it disagrees with such determination (including a description of the basis upon which it disagrees) and (iii) such modification, refinancing, refunding, renewal or extension is incurred by the Person who is the obligor of the Indebtedness being modified, refinanced, refunded, renewed or extended and no additional obligors become liable for such Indebtedness

MG01 - continuation page
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	"Permitted Unsecured Refinancing Debt" means any unsecured Indebtedness incurred by any Borrower in the form of one or more series of unsecured notes or loans, provided that (i) such Indebtedness is not secured by any property or assets of Holdings, any Borrower or any Restricted Subsidiary, (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness, (iii) such Indebtedness does not mature or have scheduled amortization prior to the Latest Maturity Date at the time such Indebtedness is incurred (other than customary offers to repurchase upon a change of control, asset sale or casualty event and customary acceleration rights after an event of default), and (iv) such Indebtedness is not guaranteed by any Subsidiaries other than the Subsidiary Guarantors. Permitted Unsecured Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor. "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. "Real Property Mortgages" means collectively, the deeds of trust, trust deeds, hypothecs, real property mortgages made by the Loan Parties in favor or for the benefit of the Administrative Agent on behalf of the Lenders in form and substance reasonably satisfactory to the Administrative Agent executed and delivered pursuant to Sections 6.11 and 6.13 of the Credit Agreement. "Receiver" means an administrator, a receiver and manager or (if the Assignee so specifies in the relevant appointment) receiver in each case appointed under the Deed. "Refinanced Debt" has the meaning provided in the definition of Credit Agreement Refinancing Indebtedness. "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. "Responsible Officer" means the chief executive officer, president, director, vice president, chief financial officer, treasurer or assistant treasurer or other similar officer or Person performing similar functions of a Loan Party and, as to any document delivered on the Closing Date, any secretary or assistant secretary of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party. Unless otherwise specified, all references herein to a "Responsible Officer" shall refer to a Responsible Officer of MTL PUBLISHING LLC. "Restricted Subsidiary" means any Subsidiary of Holdings other than any Unrestricted Subsidiary.

MG01 - continuation page

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	"Revolving Credit Note" means a promissory note of the Borrowers payable to any Revolving Credit Lender (as defined in the Credit Agreement) or its registered assigns, in substantially the form of Exhibit C-2 in the Credit Agreement, evidencing the aggregate indebtedness of the Revolving Credit Borrowers to such Revolving Credit Lender (as defined in the Credit Agreement) resulting from the Revolving Credit Loans (as defined in the Credit Agreement) made by such Revolving Credit Lender (as defined in the Credit Agreement) "Second Lien Intercreditor Agreement" means a "junior lien" intercreditor agreement among the Administrative Agent and one or more Senior Representatives (as defined in the Credit Agreement) for holders of Permitted Junior Secured Refinancing Debt in form and substance reasonably satisfactory to the Administrative Agent "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 (as defined in the Credit Agreement) 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, whether outstanding on the date of the Deed or extended or arising from time to time after the date of the Deed, except for any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006 "Secured Parties" means, collectively, the Assignee, the Lenders, each Hedge Bank, each Cash Management Bank, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Assignee 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 Assignee or a Lender, such person delivers to the Assignee a letter agreement pursuant to which such person (i) appoints the Assignee 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" means a mortgage, charge, pledge, security assignment or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect "Security Agreements" means, collectively, each Security Agreement executed by the Loan Parties, in form and substance reasonably satisfactory to the Collateral Agent (as defined in the Credit Agreement), together with each other Security Agreement Supplement executed and delivered pursuant to Section 6 11 of the Credit Agreement

MG01 - continuation page

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	"Security Agreement Supplement" has the meaning specified in the Security Agreement "Senior Notes" means \$403,300,000 in aggregate principal amount of the Borrowers' senior unsecured notes due 2020 to be issued pursuant to the Senior Notes Indenture "Senior Notes Indenture" means the Senior Notes Indenture for the Senior Notes, dated as of [●], 2012, by and among the Borrowers, the guarantors party thereto and the indenture trustee party thereto, as the same may be amended, modified, supplemented, replaced or refinanced to the extent not prohibited by this Agreement "Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity (excluding, for the avoidance of doubt, charitable foundations) of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower "Subsidiary Guarantor" means any Guarantor other than Holdings "Supplemental Administrative Agent" and "Supplemental Administrative Agents" have the meanings specified in Section 9 12(a) of the Credit Agreement "Swing Line Lender" means UBS AG, Stamford Branch in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder "Swing Line Loan" has the meaning specified in Section 2 04(a) of the Credit Agreement "Term Lender" means, at any time, any Lender that has a Term Commitment or a Term Loan at such time "Term Loan" means any Term B Loan (as defined in the Credit Agreement), New Term Loan, Other Term Loan (as defined in the Credit Agreement) or Extended Term Loan (as defined in the Credit Agreement), as the context may require "Term Note" means a promissory note of the Borrowers payable to any Term Lender or its registered assigns, in substantially the form of Exhibit C-1 of the Credit Agreement, evidencing the aggregate Indebtedness of the Borrowers to such Term Lender resulting from the Term Loans made by such Term Lender "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), as applicable

MG01 - continuation page

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	"Trademarks" means (a) any and all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, slogans, logos, certification marks, other source or business identifiers and designs, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and any and all extensions or renewals thereof, including those listed on Schedule 7(b) to the Collateral Questionnaire (as defined in the Credit Agreement), (b) any and all rights and privileges arising under applicable Law with respect thereto, (c) all extensions and renewals thereof and amendments thereto, (d) any and all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) any and all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto "Uniform Commercial Code" or "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 "Unrestricted Subsidiary" means any Subsidiary of MTL PUBLISHING LLC designated by the Board of Directors of MTL PUBLISHING LLC 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 MTL PUBLISHING LLC in accordance with Section 6 14 of the Credit Agreement or ceases to be a Subsidiary of MTL PUBLISHING LLC 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 "Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (b) the then outstanding principal amount of such Indebtedness, provided that for purposes of determining the Weighted Average Life to Maturity of any Refinanced Debt or any Indebtedness that is being modified, refinanced, refunded, renewed, replaced or extended (the "Applicable Indebtedness"), the effects of any amortization or prepayments made on such Applicable Indebtedness prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4128736
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF
ADMINISTRATION AGREEMENT DATED 29 JUNE 2012 AND
CREATED BY DELABEL MUSIC PUBLISHING (UK) LIMITED
FOR SECURING ALL SUMS DUE OR TO BECOME DUE 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 9 JULY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JULY 2012

P.



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**