

MG01

Particulars of a mortgage or charge

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# 65292830

A fee is payable with this form

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

Please see 'How to pay' on the last page



**What this form is for**

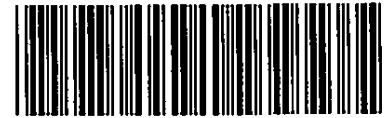
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

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

TUESDAY



A15 \*AMDZWMMC\* 17/08/2010 394

COMPANIES HOUSE

<b>1 Company details</b>		<b>3</b> For official use	
Company number	0 4 7 3 8 9 3 1	<b>Filing in this form</b> Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Stage Three Music (Catalogues) Limited		
<b>2 Date of creation of charge</b>			
Date of creation	1 1 0 8 2 0 1 0		
<b>3 Description</b>			
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
S. Debenture			
<b>4 Amount secured</b>			
Amount secured	Please give us details of the amount secured by the mortgage or charge		
10	All the Secured Obligations and all respective liabilities and obligations of Stage Three Music (Catalogues) Limited (the "Company") as set out in the Debenture		
	The "Secured Obligations" means in relation to the Company, all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Company or some other person) of the Company to any of the Secured Parties under or in connection with each and any of the Fundamental Documents as well as any obligations arising out of, under or in connection with any guarantee given by the Company under any of the Fundamental Documents as amended, increased, varied, novated or changed in any other way in accordance with the Fundamental Documents		
	<b>Continuation page</b> Please use a continuation page if you need to enter more details		

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(including any increase in the amount of Total Commitments pursuant to Section 12 1(b) (vii) of the Credit Agreement) provided that the Security constituted by the Debenture shall not extend to or include any liability or sum which would, but for this proviso, cause such Security to be unlawful or prohibited by any applicable law</p>	

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**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	JPMorgan Chase Bank, National Association
Address	131 South Dearborn Street, 6th Floor, Chicago, IL 60603-5506, United States of America
Postcode	
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
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**Continuation page**

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

Short particulars

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Unless otherwise defined below, all capitalised terms used herein shall have the meanings given to such terms in the Credit Agreement (as defined at the end of this Section)

1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

1.1 Fixed Charges

1.1.1 Subject to Clause 1.4 (Excluded Assets), the Company charges with full title guarantee in favour of the Administrative Agent (as Administrative Agent for itself and on behalf of the Secured Parties) as continuing security for the payment and discharge of the Secured Obligations, by way of

(a) in the case of freehold property in England and Wales vested in the Company at the date on which it becomes a party to the Debenture, first legal mortgage, and

(b) in the case of any other Real Property, first fixed equitable charge,

all the Company's right, title and interest from time to time in and to any Real Property

1.1.2 Subject to Clause 1.4 (Excluded Assets), the Company charges with full title guarantee in favour of the Administrative Agent (as Administrative Agent for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to

(a) any Tangible Moveable Property,

(b) any Accounts,

(c) any Intellectual Property,

(d) any goodwill and rights in relation to the uncalled capital of the Company,

(e) the Investments and all Related Rights, and

(f) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture

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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>1 2            Assignments Subject to Clause 1 4 (Excluded Assets), the Company assigns and agrees to assign absolutely with full title guarantee to the Administrative Agent (as Administrative Agent for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights provided that to the extent any such right, title and interest described in this Clause 1 2 is not assignable or capable of assignment, the Company shall hold the benefit of any such right, title and interest on trust for the Administrative Agent in its capacity as administrative agent and trustee for and on behalf of the Secured Parties</p> <p>1 3            Floating Charge 1 3 1            The Company with full title guarantee charges in favour of the Administrative Agent (as Administrative Agent for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations by way of first floating charge all of its present and future assets and undertaking 1 3 2            The floating charge created by sub-clause 1 3 1 above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Fundamental Documents in favour of the Administrative Agent (as Administrative Agent for itself and on behalf of the Secured Parties) as security for the Secured Obligations 1 3 3            Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 1 3 1 4            Excluded Assets Unless otherwise expressly agreed in writing by the Company after the date on which it becomes a party to the Debenture, there shall be excluded from the Security created by this Clause 1 and from the operation of any further assurance provisions contained in the Fundamental Documents 1 4 1            any asset or undertaking which the Company is prohibited from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which the Company is precluded from creating Security on or over without the prior consent of a third party), 1 4 2            any asset or undertaking which, if subject to any such Security, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of the Company in respect of that asset or undertaking, 1 4 3            any asset or undertaking situated outside England and Wales to the extent that any such Security would be unlawful under the laws of the jurisdiction in which such asset or undertaking is situated (or would present a material risk of liability for any director or officer of the Company or give rise to a material risk of breach of fiduciary or statutory duty by any such director or officer), and 1 4 4            any unregistered Real Property which, if subject to any such Security, would be required to be registered under the Land Registration Act 2002 (provided that such Real Property shall only be excluded for so long as it remains unregistered)</p>

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 CRYSTALLISATION OF FLOATING CHARGE

2 1 Crystallisation By Notice

The Administrative Agent may at any time by notice in writing to the Company convert the floating charge created by Clause 1 3 (Floating Charge) with immediate effect into a fixed charge as regards any property or assets of the Company specified in the notice if

2 1 1 an Enforcement Event has occurred and is continuing, or

2 1 2 those assets are in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or

2 1 3 it is necessary to do so in order to protect the priority of the Security over those assets

2 2 Crystallisation Automatic

Notwithstanding Clause 2 1 (Crystallisation By Notice) and without prejudice to any law which may have a similar effect, the floating charge created by the Company will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if

2 2 1 that the Company creates or attempts to create any Security (other than any Security permitted under the terms of the Credit Agreement) over any of the Charged Property, or

2 2 2 any person levies or attempts to levy any distress, execution or other legal process against any of the assets of the Company subject to the floating charge (provided that only the assets the subject of such process shall become subject to a fixed charge),

2 2 3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company (save where such step is permitted or contemplated under the Credit Agreement) or an administrator is appointed to the Company or any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Company or files such notice with the court, or

2 2 4 the Company is, or is deemed to or declared for the purposes of any applicable law to be, unable or admits inability to pay its debts as they fall, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally or any class of them (other than the Secured Parties) for the rescheduling of any of its Indebtedness (as defined in the Credit Agreement)

3 DEFINITIONS

"Account" means each current, deposit or other account opened or maintained by the Company with the Administrative Agent or any other bank or financial institution (and any replacement account or subdivision or sub-account of that account), the debt or debts represented thereby and all Related Rights

"Administrative Agent" means JPMorgan Chase Bank, N A

"Borrowers" means BMG Rights Management GmbH, BMG Rights Management (US) LLC and the Company

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the Security created or expressed to be created in favour of the Administrative Agent by or pursuant to the Debenture

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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>"Credit Agreement" means the credit and guaranty agreement dated 11 January 2010 between, amongst others, BMG RM Germany GmbH as parent, BMG Rights Management GmbH, BMG Rights Management (US) LLC and the Company as borrowers and guarantors, the Lenders (as defined therein), JPMorgan Chase Bank, National Association as administrative agent and issuing bank and J P Morgan Europe Limited as sterling agent</p> <p>"Credit Parties" means the Parent and the Borrowers</p> <p>"Enforcement Event" means, following the occurrence of an Event of Default, the Administrative Agent giving notice to the Parent of its intention to enforce the security granted under the Security Documents.</p> <p>"Event of Default" has the meaning given to that term in Article 7 of the Credit Agreement</p> <p>"Fundamental Documents" shall mean the Credit Agreement, the Notes, the Security Agreement, the Pledge Agreement, the Copyright Security Agreement, the Trademark Security Agreement, the other Security Documents and any other document designated as such by the Parent and the Administrative Agent</p> <p>"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest (in each case to the extent of its interest and excluding any third party insurances)</p> <p>"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights</p> <p>"Issuing Bank" means JP Morgan Chase Bank, N A</p> <p>"Investments" means</p> <p>(a) the Shares and other stocks, shares, debentures, securities and certificates of deposit,</p> <p>(b) all interests in collective investment schemes, and</p> <p>(c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),</p> <p>in each case whether held directly by or to the order of a Charging Company (now or in the future owned by it or (to the extent of its interest) in which or in the future has an interest) or by any agent, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such agent, nominee, fiduciary or clearance system)</p> <p>"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, security, guarantees or indemnities of any kind (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)</p> <p>"Parent" means BMG RM Germany GmbH</p>	

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Real Property" means:</p> <p>(a) any freehold or leasehold property (including the freehold and leasehold property in England and Wales specified in Schedule 1 of the Debenture, if any), and</p> <p>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,</p> <p>and includes all Related Rights</p> <p>"Related Rights" means, in relation to any asset</p> <p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any monies and proceeds paid or payable in respect of that asset</p> <p>"Secured Parties" means (i) the Administrative Agent, the Sterling Agent, the Issuing Bank and the Lenders (as defined in the Credit Agreement), and their respective successors and assigns, and (ii) any affiliate of a Lender which is a party to a swap agreement with a Borrower or which maintains a bank account on behalf of, or provides other banking services to, the Borrowers or any other Credit Party</p> <p>"Security" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment, reservation of title or other security interest and any other agreement entered into for the purpose and having the commercial effect of conferring security</p> <p>"Security Documents" shall mean the Credit Agreement, the Security Agreement, the Pledge Agreement, the Copyright Security Agreements, the Copyright Security Agreement Supplements, the Storage Facility Access Letters, the Trademark Security Agreements, the Account Control Agreements, Account Notices and Acknowledgments, Notices of Assignment and Irrevocable Instructions, the German Security Documents, the UK Security Documents and each other security agreement or similar agreement required by the Administrative Agent in order to obtain and/or perfect a Lien (as defined in the Credit Agreement) in the Collateral (as defined in the Credit Agreement) as required by the Credit Agreement</p> <p>"Shares" means the shares specified in Schedule 2 (Details of Shares) in the Debenture</p> <p>"Sterling Agent" means J P Morgan Europe Limited</p> <p>"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights</p> <p>"Total Commitments" means the aggregate amount of the commitments then in effect of all Lenders, as such amount may be reduced or increased from time to time in accordance with the terms of the Credit Agreement</p>	

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
<b>8</b>	<b>Delivery of instrument</b>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>× <i>Morgan Lewis &amp; Bockius</i> ×</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	



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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

FIONA MCGUINNESS

Company name

MORGAN LEWIS AND BOCKIUS

Address

CONDOR HOUSE

5-10 ST PAUL'S CHURCHYARD

LONDON

Post town

County/Region

Postcode

E

C

4

M

8

A

L

Country

DX

Telephone

020 3201 5000



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 4738931

CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 AUGUST  
2010 AND CREATED BY STAGE THREE MUSIC (CATALOGUES)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO ANY OF THE SECURED PARTIES  
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 17 AUGUST  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 AUGUST 2010

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES