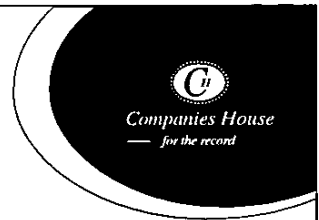


MG04

Statement that part [or the whole] of the property
charged (a) has been released from the charge;
(b) no longer forms part of the company's property



☒ **What this form is for**
You may use this form to
register a statement that part
or the whole of the property
has a) been released from
the charge or b) ceased to
form part of the property

☐ **What this form is NOT for**
You cannot use this form to
register a statement that part
or the whole of the property a)
has been released from the charge
or b) no longer forms part of
the company's property, for
a company registered in Scotland
To do this, please use MG04s

TUESDAY



LD3 02/10/2012 #12
COMPANIES HOUSE

1 Company details

Company number 06226803
Company name in full EMI Group Worldwide Holdings Limited (formerly Maltby Limited)
(the "Chargor")

For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created 30/08/2007
Description ① Debenture between the Chargor and the Security Agent
(as defined below)
Date of registration ② 04/09/2007

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name Citibank, N A , London Branch (the "Security Agent")
Address Citigroup Centre, Canada Square, Canary Wharf, London
Postcode E14 5LB
Name
Address
Postcode
Name
Address
Postcode

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

MG04

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4 Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

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

Short particulars

See continuation sheets

5 Property released or ceased to belong to the company

I confirm that with respect to the charge described above that ❶

- ☐ part of the property
☒ the whole of the property

has ❶

- ☒ been released from the charge
☐ ceased to form part of the company's property or undertaking
☐ been released from the charge and ceased to form part of the company's property

❶ Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X *Henry Gauthier* X

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

MG04

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



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. The contact information you give will be visible to searchers of the public record

Contact name Matthew Hamilton-Foy

Company name Cleary Gottlieb Steen & Hamilton LLP

Address 55 Basinghall St

Post town London

County/Region UK

Postcode E C 2 V 5 E H

Country

DX

Telephone



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 correctly completed the charge details in Section 2
- ☐ You have given the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the details of the short particulars of the property charged
- ☐ You have completed both parts of Section 5
- ☐ You have signed the form



Important information

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



Where to send

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

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

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

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



Further information

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

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

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Statement that part [or the whole] of the property charged (a) has been released from the charge; (b) no longer forms part of the company's property

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Short particulars

Page 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1 SECURITY

1.1 Creation of Fixed Charge

The Initial Chargor, with full title guarantee, as security for the payment or discharge of all Secured Liabilities, hereby charges to the Security Agent

(a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at HM Land Registry including the Land (if any) as described in Schedule 1 (Registered Land to be Mortgaged) of the Debenture,

(b) by way of legal mortgage, all Land in England and Wales now vested in it and not registered at HM Land Registry including the Land (if any) described in Schedule 1 (Unregistered Land to be Mortgaged) of the Debenture,

(a) by way of fixed charge

(i) all other Land which is now, or in the future becomes, its property or in which it holds any estate or interest,

(ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it,

(iii) all plant and machinery and equipment now or from time to time hereafter owned by it or in which the Initial Chargor has an interest and the benefit of all contracts and warranties relating to the same,

(iv) all Specified Investment Securities which are now, or in the future become, its property,

(v) all Derivative Rights now or in the future accruing in respect of its Specified Investment Securities,

(vi) where Specified Investment Securities are held in a Relevant System, all its rights against the operator of the Relevant System or any participant or custodian in respect of such Specified Investment Securities,

(vii) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them),

(viii) all its goodwill and uncalled capital,

(ix) all Specified Intellectual Property belonging to it,

MG04 - continuation page

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Short particulars

Page 2

(x) all other Intellectual Property now or from time to time hereafter belonging to it, or in which it may have an interest,
(xi) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
(xii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
(xiii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in Paragraphs 1 1(a)(ix) to (xii) above inclusive,
(xiv) all Intercompany Debts,
(xv) all Receivables and all other debts now or in the future owing to it,
(xvi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset,
(xvii) all its interests and rights (if any) in or to each Bank Balance,
(xviii) all its interests and rights (if any) now or in the future in or to any pension fund or plan,
(xix) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this Paragraph 1 1,
(xx) the benefit of the Relevant Documents, all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them (to the extent that the same are not otherwise subject to an effective fixed charge under the paragraphs above or to an effective security assignment under Paragraph 3 2(b) (Assignment of Rights) of the Debenture)

1 2 Creation of floating charge

The Initial Chargor, with full title guarantee, charges to the Security Agent as security for the payment of all Secured Liabilities, by way of floating charge

(a) all its Assets except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in Clause 3 1 of the Debenture (Creation of fixed security by Chargors) or effectively assigned pursuant to Clause 3 2 of the Debenture (Assignment of Rights), and

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Short particulars

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(b) without exception, all its Assets in so far as they are for the time being situated in Scotland, and such floating charge shall be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986

1 3 Assignment of Rights

(a) The Initial Chargor, with full title guarantee, as security for the payment of all Secured Liabilities, hereby assigns to the Security Agent the benefit of all of its Offer Rights

(b) The Initial Chargor assigns absolutely (subject to the right to reassignment on redemption) to the Security Agent all right, title and interest both present and future of the Initial Chargor in respect of the Relevant Documents together with the benefit of all rights, claims and remedies in respect of such Relevant Documents. Until the charges created by the Debenture become enforceable the Initial Chargor shall be entitled to exercise all its rights under the Relevant Documents (subject to the provisions of the Debenture)

2 RESTRICTIONS ON DEALINGS

(a) The Initial Chargor shall not, without the prior written consent of the Security Agent or as otherwise expressly permitted by the Finance Documents

(i) create, or agree or attempt to create, or permit to arise or subsist, any Security on any of its present or future Assets, or

(ii) sell, assign, lease, license or sub-license, or grant any interest in or otherwise dispose of, any of its Assets, or part with possession or ownership of them, or purport or agree to do so, and in the case of Intellectual Property Rights, allow any third party access to, or the right to use or exploit such rights save where such disposals are permitted under the Finance Documents

In this form MG04

"Additional Borrower" means each person who becomes a Borrower under the Finance Documents,

"Additional Guarantor" means each person who becomes a Guarantor under the Finance Documents,

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

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Short particulars

Page 4

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

"Bondholders" means the holders of the Bonds from time to time,

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

"Borrower" means the Original Borrower or an Additional Borrower,

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

"Company" means Maltby Limited, a limited liability company incorporated in England and Wales under the Act with registered number 6226803,

"Debenture" means the debenture dated 30 August 2007 between the Company, the Parent and the Security Agent,

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 2 (Form of Deed of Accession and Charge for a New Chargor) of the Debenture,

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

"Finance Document" means each Senior Finance Document, each Securitisation Finance Document, each Mezzanine Finance Document, each Hedging Document and each High Yield Document,

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage or fixed charge created by Clause 3.1 (Creation of Fixed Security by Chargors) of the Debenture,

"Group" means the Parent and its Subsidiaries for the time being,

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31.5 (Resignation of a Guarantor) of the Senior Facilities Agreement,

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Short particulars

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"Hedge Counterparty" means

(a) any Original Hedge Counterparty, and

(b) any other person which has become a Hedge Counterparty in accordance with Clause 30 2 (Accession of Hedge Counterparties) or Clause 30 3 (Assignments and Transfers by Hedge Counterparties) of the Intercreditor Agreement,

which in each case has not ceased to be a Hedge Counterparty in accordance with the Intercreditor Agreement,

"Hedging Document" means each hedging document listed in Schedule 4 (The Existing Hedging Documents) of the Intercreditor Agreement and each other document entered into or to be entered into between an Obligor and a Hedge Counterparty in order to hedge interest rate liabilities under the Finance Documents (including any hedging document entered into or to be entered into in accordance with Clause 28 9 (Treasury Transactions) of the Senior Facilities Agreement, Clause 25 9 (Treasury Transactions) of the Securitisation Facility Agreement or Clause 25 9 (Treasury Transactions) of the Mezzanine Facility Agreement),

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

"High Yield Creditor" means the Bondholders, the High Yield Trustee and the High Yield Agent,

"High Yield Documents" means the deed, indenture or any other agreements relating to the Bonds,

"High Yield Trustee" means the person who acts as trustee for the Bondholders,

"High Yield Document" has the meaning given to that term in the Intercreditor Agreement

"Initial Chargor" means Maltby Limited, a company incorporated in England and Wales with number 6226803,

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

MG04 - continuation page

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Short particulars

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"Intellectual Property Rights" means in relation to a Chargor, all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to Clause 3 1 (Creation of Fixed Security) (c)(x) to (xiv) inclusive of the Debenture,

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

"Intercreditor Agreement" means an intercreditor agreement entered into or to be entered into between (amongst others) the Chargors and the Secured Parties,

"Intragroup Loan Agreement" means an agreement or other document evidencing or providing for an Intercompany Debt and/or setting out the terms and conditions of an Intercompany Debt,

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

"Insurances" means the insurance contracts or policies which are subject to the security created by the Debenture,

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

"Mezzanine Facility" means the loan facility made available under the Mezzanine Facility Agreement,

"Mezzanine Facility Agreement" means the £155,000,000 facility agreement for the provision of a mezzanine loan facility dated 13 August 2007 and entered into between (amongst others) Maltby Investments Limited and the Mezzanine Finance Parties,

"Mezzanine Finance Document" has the meaning given to the term 'Finance Document' in the Mezzanine Facility Agreement,

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"Mezzanine Finance Party" has the meaning given to the term 'Finance Party' in the Mezzanine Facility Agreement,

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

"Net Proceeds" means the cash proceeds actually received by a member of the Group or a Securitisation Entity (and if the proceeds are received by a person that is not a wholly-owned member of the Group, the amount of the proceeds that are proportionate to the interest in such person held by the Group) in connection with the Permitted Securitisation after deducting

(a) fees, costs and expenses incurred by any member of the Group with respect to such Permitted Securitisation, Disposal or claim to persons who are not members of the Group (including any bonus or similar payments to management of any disposed of business),

(b) any tax incurred and required to be paid in connection with the Permitted Securitisation (as may reasonably be determined by the relevant member of the Group) or the transfer of the proceeds thereof intra-Group,

(c) amounts retained to cover potential liabilities in connection with the Permitted Securitisation,

(d) any third party indebtedness secured on the assets which are disposed of that is required to be repaid out of those proceeds, and

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

"Obligor" means a Borrower or a Guarantor,

"Offer" means the offer for all of the shares in Target made by the Company to the shareholders of Target on the terms contained in the Offer Document (as such offer may from time to time be amended, extended, revised, renewed or waived in accordance with this Agreement),

"Offer Document" means any offer document which may be issued by the Company to the shareholders of Target in respect of the Offer,

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"Offer Rights" means all rights of the Company in respect of the Offer including, without limitation all rights of the Company to have the Target Shares transferred to the name of or held to the order of the Company (or its nominee) pursuant to the Offer and the terms of the Offer Document (and its form of acceptance),

"Original Borrower" means the Company,

"Original Guarantor" means the Company or the Parent,

"Original Hedge Counterparty" means each person named in the Intercreditor Agreement as such,

"Parent" means Maltby Investments Limited (a company incorporated in England and Wales with registered number 6226775),

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

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

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

"Pension Trustees" means the trustees of the Pension Scheme from time to time,

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

"Permitted Securitisation" means a securitisation of the assets of the Music Publishing Division on the terms set out in the Intercreditor Agreement,

"Receivables" means, in relation to a Chargor, all book and other debts and monetary claims now or subsequently due or owing to such Chargor, the proceeds of the same and the benefit of all rights of any nature now or subsequently enjoyed or held by it in relation thereto (other than any Bank Balance),

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

MG04 - continuation page

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"Relevant Documents" means the Intragroup Loan Agreements, Hedging Documents, Insurances and any other document designated as a Relevant Document by the Security Agent,

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

"Secured Liabilities" means

(a) in the case of each Chargor which is not a member of the Target Group, all present and future obligations and liabilities (whether actual, contingent or limited or whether owed jointly or severally or in any other capacity whatsoever) of the Obligors under the Finance Documents, and

(b) in the case of each Chargor which is a member of the Target Group, all present and future obligations and liabilities (whether actual, contingent or limited or whether owed jointly or severally or in any other capacity whatsoever) of

(i) the Obligors under the Finance Documents, and

(ii) the Participating Employers in respect of the Secured Pension Debt,

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

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

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

"Secured Party" means, subject to Clause 4 1(b) of the Intercreditor Agreement, a Senior Finance Party, a Securitisation Finance Party, a Mezzanine Finance Party, a High Yield Creditor, (subject to Clause 30 2 (Accession of Hedge Counterparties) of the Intercreditor Agreement) a Hedge Counterparty and (subject to Clause 30 7 (Accession of the Pension Trustees) of the Intercreditor Agreement) the Pension Trustees,

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

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"Securitisation Facility Agreement" means the £1,410,000,000 loan agreement dated 13 August 2007 and entered into between (amongst others) the Company and the Securitisation Finance Parties,

"Securitisation Finance Document" has the meaning given to the term 'Finance Document' in the Securitisation Facility Agreement,

"Securitisation Finance Party" has the meaning given to the term 'Finance Party' in the Securitisation Facility Agreement,

"Security Agent" means Citibank, N A , London Branch,

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

"Senior Facilities Agreement" means the £1,175,000,000 senior loan agreement dated 13 August 2007 and entered into between (amongst others) the Initial Chargor and the Senior Finance Parties,

"Senior Finance Document" has the meaning given to the term 'Finance Document' in the Senior Facilities Agreement,

"Senior Finance Party" has the meaning given to the term 'Finance Party' in the Senior Facilities Agreement,

"Signing Date" means the date of the Senior Facilities Agreement,

"Specified Intellectual Property" means the Intellectual Property (if any) listed in Schedule 4 Part B (Specified Intellectual Property) of the Debenture, and

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

MG04 - continuation page

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"Subsidiary" means, in relation to a company or corporation, a company or corporation

(a) which is controlled, directly or indirectly, by the first-mentioned company or corporation,

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

(c) which is a Subsidiary of another Subsidiary of the first-mentioned company or corporation,

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

"Target" means EMI Group plc, a company incorporated in England and Wales with its registered office at 27 Wnghts Lane, London W8 5SW and with company registration number 00229231

"Target Group" means the Target and its Subsidiaries

"Target Shares" means the existing issued shares of the Target, all options to purchase shares in the Target and any further such shares which are unconditionally allotted or issued between the Signing Date and the Unconditional Date (including any shares issued under the terms of any convertible bonds or other instruments issued by the Target prior to the Signing Date) or until such later date as the Company may decide with the prior written consent of the Agent, such consent not to be unreasonably withheld or delayed

"Unconditional Date" means the date on which the Offer is declared or becomes unconditional in all respects