

# M

COMPANIES FORM No. 395

# 395

CHWP000

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of Company

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in  
respect of each register entry for a mortgage  
or charge.

Pursuant to section 395 of the Companies Act 1985

055458/13

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

14

00229231

Name of company

\* EMI GROUP LIMITED (the "Chargor")

Date of creation of the charge

19 MARCH 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A pledge of shares dated 19 March 2008 between the Chargor, EMI Group Holdings B V and the  
Security Agent (as defined below) (the "Pledge of Shares")

Amount secured by the mortgage or charge

Any and all monetary obligations due, owing or incurred by an Obligor or the Chargor itself (in  
whatever capacity) to the Security Agent in its capacity as joint creditor in accordance with Section  
28 23 of the Intercreditor Agreement, if and to the extent the same qualify as Joint Creditor Debt (the  
"Secured Liabilities")

Names and addresses of the mortgagees or persons entitled to the charge

Citibank, N A , London Branch (the "Security Agent")

Citigroup Centre, Canada Square, Canary Wharf, London

Postcode E14 5LB

Presenter's name address and  
reference (if any)

Cleary Gottlieb Steen & Hamilton  
LLP, City Place House, London  
EC2V 5EH Ref ACS/08282-602

Time critical reference

For official Use (02/06)  
Mortgage Section

FRIDAY



A49

\*A4S9EYLC\*  
04/04/2008  
COMPANIES HOUSE

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Short particulars of all the property mortgaged or charged

See continuation sheets

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

Signed *Cleary Gottlieb*

Date *3 APRIL 2008*

On behalf of [~~company~~] [mortgagee/chargee]†

† delete as  
appropriate

**Notes**

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

## SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

### 1. PLEDGE

- (a) As security for the payment of the Secured Liabilities, the Chargor
  - (i) creates a disclosed right of pledge over the Current Share; and
  - (ii) creates in advance a disclosed right of pledge over all Future Shares,  
which right of pledge is accepted by the Security Agent
- (b) The security interests created by the Pledge of Shares comprise to the fullest extent permitted by applicable law all present and future rights attached to the Shares, including, without limitation, the rights to any cash dividend, non-cash dividend and other payments and distributions of any kind made with respect to or in exchange for any or all of the Shares, and all other rights and privileges relating to the Shares, including, without limitation, all of the ancillary rights, accessory rights and other rights in relation to the Shares that can be exercised vis-à-vis the Issuer or any other party (the "Related Rights")

### 2. RESTRICTIONS ON DEALINGS

- (a) Except as permitted by the terms of the Finance Documents, the Chargor shall not pledge, encumber or transfer any of the Shares (including the Related Rights) in favour of any person other than the Security Agent, nor promise or undertake vis-à-vis a third party to pledge, otherwise encumber or transfer to or in favour of a third party, any of the Shares (including the Related Rights) pledged under the Pledge of Shares
- (b) Except as permitted by the terms of the Finance Documents, the Chargor shall not take any steps or knowingly permit any steps to be taken which would or could reasonably be expected to materially and adversely affect the interests of the Security Agent created pursuant to the Pledge of Shares

In this form 395

**"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,

**"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,

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

**"Current Share"** means the one (1) ordinary share in the issued capital of the Issuer, numbered 408,842, having a nominal value of four hundred and fifty euro (€450)

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

**"Future Shares"** means any shares in the capital of the Issuer acquired by the Chargor after the date of the Pledge of Shares in any manner whatsoever

**"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,

**"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

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

**"Issuer"** means EMI Group Holdings B V , a company incorporated in the Netherlands with trade register number 33208684

**"Joint Creditor Debt"** has the meaning given to that term in the Intercreditor Agreement

**"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,

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

**"Obligor"** means a Borrower or a Guarantor,

**"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),

**"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,

**"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 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,

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

**"Shares"** means the Current Share and the Future Shares

**"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;



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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 229231  
CHARGE NO. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A PLEDGE OF SHARES DATED 19  
MARCH 2008 AND CREATED BY EMI GROUP LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY OR AN OBLIGOR TO CITIBANK, N.A., LONDON  
BRANCH (THE SECURITY AGENT) UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 4 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 APRIL 2008

PO  
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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES