

# 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 p  
the whole of the property  
been released from the ch  
or b) no longer forms part  
the company's property, fo  
company registered in Scotland  
To do this, please use MG04s

TUESDAY



LD3 02/10/2012 #9  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 0 2 2 9 2 3 1	9
Company name in full	EMI Group Limited (formerly EMI Group plc) (the "Chargor")	→ <b>Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *

<b>2</b>	<b>Creation of charge</b>	<p>① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge'</p> <p>② The date of registration may be confirmed from the certificate</p>
Date charge created	d 2 d 0 m 0 m 9 y 2 y 0 y 0 y 7	
Description ①	Security interest agreement between the Chargor, EMI Group Nominees and the Security Agent (as defined below)	
Date of registration ②	d 2 d 6 m 0 m 9 y 2 y 0 y 0 y 7	

<b>3</b>	<b>Name and address of chargee(s), or trustee(s) for the debenture holders</b>	<b>Continuation page</b> Please use a continuation page if you need to enter more details
	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	E 1 4 5 L B	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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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

**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 ❷

- ☒ 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 *Chery Antares* X

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

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### 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-Foyn
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](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)

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

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Short particulars

Page 1

#### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

##### 1 GRANT OF SECURITY INTEREST

The Chargor, to the intent that the Security Agent shall have a first security interest in the Collateral by way of security for the Secured Liabilities

(a) assigns title to the Collateral to the Security Agent, and

(b) agrees that, to the extent that title to any of Affected Securities shall not have been assigned to the Security Agent, or perfected in its favour, the Security Agent (and/or some other person chosen by the Security Agent to act on its behalf) shall have possession of all certificates of title thereto

##### 2 RESTRICTIONS ON DEALINGS

The Chargor covenants and undertakes to the Security Agent for so long as any amount is outstanding under the Finance Documents or any commitment is in force

(a) not to attempt to sell, create or permit to subsist any Encumbrance over, withdraw, disburse, pay, assign or otherwise dispose of or deal with the Collateral or any interest in the Collateral (other than by or pursuant to or as permitted by the Finance Documents including the Security Interest Agreement),

(b) to procure that without the prior written consent of the Security Agent or as permitted under the Finance Documents

(i) no further shares or other securities are issued by the Charged Company to any person, and

(ii) no change is made to the Memorandum or Articles of Association of the Charged Company or to the terms of issue of any Affected Securities issued to the Chargor by the Charged Company

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,

"Affected Securities" means the Shares (and any shares, stock, debentures, debenture stock, loan stock or bonds added thereto or substituted therefor) and all right, title, benefit and interest from time to time of the Chargor thereto and therein including, without limitation, all rights to subscribe for, convert other securities into or otherwise acquire any other shares, stock, debentures, debenture stock, loan stock or bonds,

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"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,

"Charged Company" means means EMI Group Finance (Jersey) Limited a company registered in Jersey Guernsey with registered number 85986,

"Chargor" means the Chargor, the Parent and (with effect from its accession) each other company which subsequently adopts the obligations of a Chargor,

"Collateral" means

(a) the Affected Securities, and

(b) all the Chargor's right, title, benefit and interest from time to time to and in all such securities and Derivative Assets,

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

"Derivative Assets" means all securities, dividends, interest or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time by way of dividend, bonus, redemption, exchange, substitution, conversion, consolidation, sub-division, preference, option or otherwise which are attributable to any Affected Securities or any Derivative Assets previously described and all rights from time to time thereto (but not including voting rights),

"Encumbrance" includes any mortgage, charge, assignment, pledge, lien, hypothec, security interest, trust arrangement, title retention, option (or any similar rights or obligations) or other arrangement having the effect of security or other third party interest whatsoever,

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

"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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"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 Chargors and the Secured Parties,

"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),

"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),

"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,

"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,

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"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,

"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 Assets" means the Shares and the Related Rights,

"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" one hundred ordinary shares of £1 00 each in the capital of the Charged Company numbered 1 to 100 inclusive registered in the name of the Chargor together with any further shares in the capital of the Charged Company as may be issued to the Chargor or its nominee by the Charged Company from time to time,



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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 the Chargor

"Target Group" means the Target and its Subsidiaries