

# 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 pa  
the whole of the property a)  
been released from the char  
or b) no longer forms part o  
the company's property, for a  
company registered in Scotland  
To do this, please use MG04s

TUESDAY



LD3 02/10/2012 #4  
COMPANIES HOUSE

## 1 Company details

Company number 0 0 2 2 9 2 3 1  
Company name in full EMI Group Limited (formerly EMI Group plc) (the "Chargor")

For official use  
1 0  
→ **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 d 2 d 0 m 0 m 9 y 2 y 0 y 0 y 7  
Description ① Charge of shares between Chargor and 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

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 E 1 4 5 L B  
Name  
Address  
Postcode  
Name  
Address  
Postcode

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

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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 pages

**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 *Clery Gutrich* 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-Foy

Company name Cleary Gottlieb Steen & Hamilton LLP

Address 55 Basinghall St

Post town London

County/Region

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 SECURITY OVER CHARGED PORTFOLIO

The Chargor, as legal and beneficial owner, for the purpose of securing the due and punctual payment and discharge of the Secured Liabilities, charges and mortgages (and agrees to charge and mortgage) to the Security Agent (as agent and trustee for the Secured Parties) as a continuing security, by way of first fixed charge and mortgage, all of its rights, title, benefit and interest whatsoever, present and future, to or in or in respect of the Charged Portfolio, but so that no Secured Party shall in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with the Charged Portfolio

##### 2 RESTRICTIONS ON DEALINGS

The Chargor covenants with the Security Agent and the Secured Parties that during the continuance of this security without the prior written consent of the Security Agent or as otherwise permitted by the Finance Documents

(a) it will remain the registered and the beneficial owner of the Charged Portfolio and that it will not permit any person other than the Security Agent (or such person as may be specified for this purpose in writing by the Security Agent) to be registered as holder of the Charged Portfolio or any part thereof,

(b) except for the charge created by the Charge of Shares, it will not create or purport to create or permit to subsist any Security on or over the Charged Portfolio or any part thereof or interest therein,

(c) it will not sell, transfer or otherwise dispose of in any matter whatsoever the Charged Portfolio or any part thereof or interest therein or attempt or agree so to do,

(d) it will not dispose of the equity of redemption in respect of any of the Charged Portfolio,

(e) it will not knowingly do or cause or (insofar as it lies within its powers) permit to be done anything which may be reasonably expected in any way to depreciate, jeopardise or otherwise prejudice in any material respect the value to the Security Agent of the security created by the Charge of Shares,

(f) it will ensure that the Charged Portfolio is, and at all times remain, free from any restriction on transfer to any purchaser from the Security Agent pursuant to the exercise of any rights or remedies of the Security Agent under or pursuant to this Charge,

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(g) it will not amend any provision of the Memorandum and Articles of Association of the Irish Company without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), and

(h) it will not take from the Irish Company any security whether personal or constituting a charge on the property or assets of the Irish Company and in the event of its having taken or at any time taking such a security the same shall be held by it on trust for the Security Agent as a security for the Secured Liabilities and be deposited by it with the Security Agent

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,

"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 Portfolio" means the Shares and the Related Assets,

"Chargor" means the Chargor, the Parent and (with effect from its accession) each other 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,

"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,

"Irish Company" means EMI Group Ireland Limited (company number 23706), a limited liability company incorporated under the laws of Ireland,

"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,

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"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,

"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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"Related Assets" means all dividends, interest, distributions and other monies declared, made, paid or payable in respect of the Shares and all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of, incidental to or derived from the Shares and all stocks, shares, rights, money or property accruing thereto or offered at any time (whether by way of redemption, bonus, preference, option, capital redemption, substitution, conversion or otherwise),

"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" 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,

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"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

(a) the issued shares in the share capital of the Irish Company held by, to the order or on behalf of the Chargor from time to time (being at the date hereof 2,472,769 Ordinary Shares of €1 269738 each), and

(b) all other shares in the capital of the Irish Company which the Chargor may now or hereafter hold or beneficially own or in respect of which it may now or hereafter have any rights, including all proceeds of sale thereof,

including all renewals, substitutions and replacements therefor (including securities issued in exchange or substitution therefor under any reorganisation of capital, amalgamation, arrangement or other transaction) and proceeds thereof

"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