

019 844 / 26

In accordance with  
Section 860 of the  
Companies Act 2006

# MG01

## Particulars of a mortgage or charge



### 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 use  
form MG01s

THURSDAY



\*L1EY3QH7\*

LD6

09/08/2012

#2

COMPANIES HOUSE

### 1 Company details

Company number 0 8 0 9 0 8 5 2

Company name in full MP Granite Limited

(The "Pledgor")

For official use

#### → Filling in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation d 0 d 7 m 0 m 8 y 2 y 0 y 1 y 2

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Deed of Disclosed Pledge over Registered Shares dated 7 August 2012 (The "Deed") between the  
Pledgor and UBS AG (the "Pledgee")

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured the Secured Obligations

(For the definition of capitalised terms used, please see the  
continuation pages of Part 6 of this form MG01, attached hereto)

#### Continuation page

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

# MG01

## Particulars of a mortgage or charge

**5**

### 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

UBS AG

Address

677 Washington Blvd Stamford

Postcode

C T 0 6 9 0 1

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

**Continuation page**

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

Short particulars

#### AGREEMENT AND CREATION OF PLEDGE

##### Agreement to pledge Collateral

As security for the payment when due of the Secured Obligations the Pledgor agrees with the Pledgee to grant to the Pledgee a right of pledge over its Collateral

##### Creation of pledge over Collateral

As security for the payment when due of the Secured Obligations the Pledgor, as the case may be in advance, hereby grants to the Pledgee a right of pledge over its Collateral. The Pledgee, as the case may be in advance, hereby accepts this right of pledge

#### UNDERTAKINGS

##### Disposal and negative pledge

Except as permitted under the Credit Agreement, the Pledgor shall not without the prior written consent of the Pledgee

(a) sell, transfer or otherwise dispose of the Collateral in whole or in part and whether or not in advance,

(b) create or permit to subsist whether or not in advance any limited right or other encumbrance on the Collateral other than as envisaged under this deed or permit to subsist any attachment over the Collateral, or

(c) other than in the ordinary course of business and on arms length terms vary the term or extend, release, determine, rescind or grant time for payment in respect of the Collateral if that variation, extension, release, determination, rescission or granting of time for payment in respect of the Collateral would have a material adverse effect on the rights of pledge

Please see continuation pages of this form MG01 attached hereto

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<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>	
Commission allowance or discount	NIL	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X Latham &amp; Watkins X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

# MG01

## 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 Nicola Webb

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country UK

DX

Telephone 0207 710 4701



### 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 mortgage 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,  
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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## 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>"Acquired Business" means EMI Music Publishing Finance (UK) Ltd , EMI Music Publishing Netherlands Holdings BV and the "EMI Music Publishing" line of business, including the direct or indirect purchase of the shares in the capital of EMI Group International BV and EMIGNAH</p> <p>"Acquisition" means the acquisition of the Acquired Business pursuant to the terms of the Acquisition Agreement</p> <p>"Acquisition Agreement" has the meaning set forth in the Preliminary Statements of the Credit Agreement</p> <p>"Administration Deed" means that certain Administration Deed, dated as of the Closing Date, between Sony/ATV and Holdings, as the same may be amended from time to time</p> <p>"Administrative Agent" means UBS AG, Stamford Branch, in its capacity as administrative agent and collateral agent under the Loan Documents, or any successor administrative agent and collateral agent</p> <p>"Administrative Agent's Office" means the Administrative Agent's address(es) and, as appropriate, account(s) as set forth on Schedule 10 02 of the Credit Agreement, or such other address or account as the Administrative Agent may from time to time notify the Borrowers' Representative and the Lenders</p> <p>"Administrator Intercreditor Agreement" means that certain Administrator Intercreditor Agreement, dated as of the Closing Date, between Holdings, MTL PUBLISHING LLC, EMIGNAH, UBS and Sony/ATV, in form and substance reasonably satisfactory to the Administrative Agent, as the same may be amended from time to time</p> <p>"Affiliate" means with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise "Controlling" and "Controlled" have meanings correlative thereto For the avoidance of doubt, none of the Lead Arranger, the Agents or their respective lending affiliates or any entity acting as an L/C Issuer under the Credit Agreement shall be deemed to be an Affiliate of Holdings, the Borrowers or any of their respective Subsidiaries For the avoidance of doubt, each direct or indirect Subsidiary of SCA shall be deemed to be an Affiliate of Holdings for purposes of Section 7 08 of the Credit Agreement</p> <p>"Agents" means, collectively, the Administrative Agent, the Syndication Agent and the Supplemental Administrative Agents (if any) and the Lead Arranger and Bookrunner</p> <p>"Alternative Currency" means Sterling, Euros and other currencies that are readily available to all Lenders and freely tradable into Dollars and reasonably acceptable to the Administrative Agent and Issuing Bank</p> <p>"Assignment and Assumption" means an Assignment and Assumption substantially in the form of Exhibit E-1 or any other form approved by the Administrative Agent</p>	

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Attorney Costs" means all actual and documented out-of-pocket fees, expenses and disbursements of any law firm or other external legal counsel</p> <p>"Attributable Indebtedness" means, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP</p> <p>"Base Rate" means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by the Administrative Agent as its "prime rate" and (c) the Adjusted Eurocurrency Rate on such day for an Interest Period of one (1) month plus 1.00% (or, if such day is not a Business Day, the immediately preceding Business Day) The "prime rate" is a rate set by the Administrative Agent based upon various factors including the Administrative Agent's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate Any change in such rate announced by the Administrative Agent shall take effect at the opening of business on the day specified in the public announcement of such change</p> <p>"Base Rate Loan" means a Loan that bears interest based on the Base Rate</p> <p>"Borrower's Representative" means MTL PUBLISHING LLC in its capacity as representative for the Borrowers pursuant to Section 10.25 of the Credit Agreement</p> <p>"Borrowers" means EMI Group North America Holdings, Inc. together with MTL PUBLISHING LLC</p> <p>"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, New York, New York or the jurisdiction where the Administrative Agent's Office with respect to Obligations denominated in Dollars is located and</p> <p>(a) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan denominated in Dollars, any funding, disbursement, settlement and payment in Dollars in respect of any such Eurocurrency Rate Loan, or any other dealings in Dollars to be carried out pursuant to the Credit Agreement in respect of any such Eurocurrency Rate Loan, means any such day on which dealings in deposits in Dollars are conducted by and between banks in the London interbank eurodollar market,</p> <p>(b) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan denominated in Euros, any fundings, disbursements, settlements and payments in Euros in respect of any such Eurocurrency Rate Loan, or any other dealings in Euros to be carried out pursuant to the Credit Agreement in respect of any such Eurocurrency Rate Loan, means a TARGET Day,</p> <p>(c) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan denominated in a currency other than Dollars or Euros, means any such day on which dealings in deposits in the relevant currency are conducted by and between banks in the London or other applicable offshore interbank market for such currency, and</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(d) if such day relates to any fundings, disbursements, settlements and payments in a currency other than Dollars or Euros in respect of a Eurocurrency Rate Loan denominated in a currency other than Dollars or Euros, or any other dealings in any currency other than Dollars or Euros to be carried out pursuant to the Credit Agreement in respect of any such Eurocurrency Rate Loan (other than any interest rate settings), means any such day on which banks are open for foreign exchange business in the principal financial center of the country of such currency</p> <p>"Capitalized Leases" means all leases that have been or are required to be, in accordance with GAAP, recorded as capitalized leases, provided that for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability in accordance with GAAP</p> <p>"Cash Management Bank" means any Person that is a Lender or an Affiliate of a Lender at the time it initially provides any Cash Management Services under a Secured Cash Management Agreement, whether or not such Person subsequently ceases to be a Lender or an Affiliate of a Lender</p> <p>"Cash Management Services" means any agreement or arrangement to provide cash management services, including treasury, depository, overdraft, credit card processing, credit or debit card, purchase card, electronic funds transfer and other cash management arrangements</p> <p>"Casualty Event" means any event that gives rise to the receipt by any Borrower or any Restricted Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property</p> <p>"CFC" means a "controlled foreign corporation" within the meaning of Section 957(a) of the U S Internal Revenue Code of 1986, as amended from time to time</p> <p>"Class" when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Term B Loans, Revolving Credit Loans, New Term Loans, New Revolving Credit Loans, Other Term Loans, Extended Term Loans, Extended Revolving Credit Loans or another Class of Loans to be made pursuant to an Extension Offer (including Loans made pursuant to Replacement Revolving Credit Commitments), (b) any Commitment, refers to whether such Commitment is a Term B Commitment, Revolving Credit Commitment, New Revolving Credit Commitment, New Term Commitment, Other Term Commitment or a Commitment in respect of a Class of Loans to be made pursuant to an Extension Offer (including a Replacement Revolving Credit Commitment) and (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments Revolving Credit Commitments, Term B Commitments, Replacement Revolving Credit Commitments, Other Term Commitments, Extended Revolving Credit Commitments, New Term Commitments and New Revolving Credit Commitments (and in each case, the Loans made pursuant to such Commitments) that have different terms and conditions shall be construed to be in different Classes Commitments (and in each case, the Loans made pursuant to such Commitments) that have the same terms and conditions shall be construed to be in the same Class</p>	

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## Particulars of a mortgage or charge

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Short particulars	<p>"Closing Date" means the date on which all the conditions precedent in Section 4 01 of the Credit Agreement are satisfied or waived in accordance with Section 10 01 of the Credit Agreement</p> <p>"Collateral" means all Shares, New Shares and present and future rights related thereto, including but not limited to rights in respect of dividend or of conversion, repurchase or capital reduction, bonus shares, stock dividend, liquidation or other forms of distributions, warrants, claims and options</p> <p>"Collateral and Guarantee Requirements" means, at any time, the requirement that</p> <p>(a) the Administrative Agent shall have received each Collateral Document required to be delivered (i) on the Closing Date pursuant to Section 4 01 or (ii) on such other dates from time to time pursuant to Section 6 11 or Section 6 13 in each case, duly executed by each Loan Party thereto and in form and substance reasonably acceptable to the Administrative Agent and the Borrowers' Representative,</p> <p>(b) (i) all Obligations of the Borrowers shall have been unconditionally guaranteed (subject to any limitations required by law or regulation (including under any financial assistance, corporate benefit or thin capitalization rule that may limit the ability of a Restricted Subsidiary to provide a guarantee or may require that the guarantee be limited in amount or otherwise), by Holdings, each Restricted Subsidiary of the Borrowers that is a wholly-owned Material Subsidiary (and not an Excluded Subsidiary) including, without limitation, those Restricted Subsidiaries that are listed on Schedule 1 01-C, (ii) each Borrower shall have unconditionally guaranteed the Obligations of each other Borrower and (iii) and any Restricted Subsidiary of Holdings that Guarantees the Senior Notes, any Junior Financing or any Credit Agreement Refinancing Indebtedness (or, in each case, any Permitted Refinancing thereof) shall be a Guarantor under the Credit Agreement,</p> <p>(c) the Obligations of each Loan Party shall have been secured by a first-priority security interest (subject only to non-consensual Liens permitted by Section 7 01) in (i) all the Equity Interests in the Borrowers owned by such Loan Party, (ii) all Equity Interests of each wholly-owned Restricted Subsidiary (other than (A) Excluded Subsidiaries and (B) any disregarded entity for U S federal income tax purposes that directly (or indirectly through one or more other disregarded entities) owns voting Equity Interests in a CFC) that is directly owned by such Loan Party and (iii) 65% of the issued and outstanding voting Equity Interests and 100% of the issued and outstanding non-voting Equity Interests of each direct Subsidiary of such Loan Party that is (x) an Excluded Foreign Subsidiary pursuant to clause (a) of the definition thereof or (y) an Excluded Foreign Subsidiary pursuant to clause (b) of the definition thereof and is treated as a corporation for U S federal income tax purposes,</p> <p>(d) except to the extent otherwise provided under the Credit Agreement or under any Collateral Document, the Obligations of each Loan Party shall have been secured by a valid and enforceable security interest in substantially all of such Loan Party's tangible and intangible assets (other than Equity Interests owned by such Loan Party, which shall be governed by clause (c) above), in each case with the priority required by the Collateral Documents, and subject only to the express exceptions and limitations otherwise set forth in this definition, otherwise in the Credit Agreement (including, without limitation, Liens permitted by Section 7 01) and in the Collateral Documents, and</p>	



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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(e) the Administrative Agent shall have received duly executed counterparts of a Mortgage and other documentation required to be delivered with respect to each Material Real Property pursuant to Section 6 13</p> <p>Notwithstanding the foregoing or anything to the contrary contained in the Credit Agreement</p> <p>(A) the Loan Parties shall not be required to grant a security interest in any asset or type of asset or perfect a security interest in any asset or type of asset (and such asset or type of asset shall not constitute Credit Agreement Collateral) to the extent (i) the burden or cost of obtaining or perfecting a Lien therein (including any mortgage, stamp, intangibles or other tax) outweighs the benefit of the security afforded thereby as reasonably determined by the Administrative Agent and the Borrowers' Representative, (ii) the granting of a Lien in such asset would be prohibited by enforceable anti-assignment provisions of contracts or applicable law or with respect to any assets to the extent such a pledge would violate the terms of any contract with respect to such assets or would trigger termination of such contract or any of the material rights therein pursuant to any "change of control" or other provision or applicable law (in each case, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other applicable law) or (iii) the granting of a Lien could reasonably be expected to result in, a material risk of personal or criminal liability for such Person or any officer or director of such Person,</p> <p>(B) Liens required to be granted pursuant to this definition, the Collateral Documents and Sections 6 11 and 6 13 shall be subject to exceptions and limitations consistent with those set forth in the Collateral Documents (to the extent appropriate in the applicable jurisdiction), including, without limitation, the exclusion from the Credit Agreement Collateral of</p> <p>(i) cash and cash equivalents and all deposit, securities and commodities accounts (including securities entitlements and related assets), except to the extent that the foregoing are proceeds of any Credit Agreement Collateral (i) of a Loan Party that is a Domestic Subsidiary perfected by filing a UCC financing statement or (ii) of a Loan Party that is a Foreign Subsidiary perfected in accordance with local applicable law pursuant to a filing (with a central registry),</p> <p>(ii) all leasehold real property (including requirements to deliver landlord lien waivers, estoppels and collateral access letters),</p> <p>(iii) all fee-owned or freehold real property other than Material Real Property,</p> <p>(iv) interests in partnerships, joint ventures and non-wholly-owned subsidiaries which cannot be pledged without the consent of one or more Persons other than MTL PUBLISHING LLC or its Affiliates, only if consent cannot reasonably be obtained after the Borrowers' Representative's commercially reasonable efforts to obtain such consent,</p> <p>(v) the Equity Interests of captive insurance subsidiaries, not-for-profit subsidiaries, and Unrestricted Subsidiaries,</p> <p>(vi) margin stock,</p>

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## Particulars of a mortgage or charge

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Short particulars	<p>(vii) such assets in respect of which the grant of a Lien with respect thereto would result in material adverse tax consequences as reasonably determined by the Borrowers' Representative,</p> <p>(viii) any property and assets the pledge of which would require governmental consent, approval, license or authorization of any Governmental Authority,</p> <p>(ix) with respect to any United States collateral, any "intent-to-use" Trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law,</p> <p>(x) assets (other than the Equity Interests of wholly-owned Restricted Subsidiaries directly owned by a Loan Party) not located in Material Subsidiary Jurisdictions, and</p> <p>(xi) any royalties or other amounts payable to, received by or held by any Loan Party to the extent such royalties or other amounts that are not owned by such Loan Party and such Loan Party is contractually or legally obligated to turn over such amounts to any copyright grantor or any other third party, and</p> <p>(C) the following actions shall not be required with respect to any Credit Agreement Collateral (x) the perfection of a pledge of or security interest in (i) any assets or property the creation or perfection of a valid and enforceable security interest in which is effected by control agreements or (ii) motor vehicles and any other assets (other than Intellectual Property assets) subject to certificate of title statutes or (y) the obtaining of surveys, abstracts or appraisals with respect to particular assets if and for so long as, in the reasonable judgment of the Administrative Agent and the Borrowers' Representative, the cost of obtaining such surveys, abstracts or appraisals in respect of such assets shall be excessive in view of the benefits to be obtained by the Lenders therefrom</p> <p>"Collateral Documents" means, collectively, the Security Agreements, the Intellectual Property Security Agreements, the Mortgages, collateral assignments, Security Agreement Supplements, pledge agreements or other similar agreements required to be delivered to the Agents and the Lenders pursuant to Sections 4 01, 6 11 or 6 13 of the Credit Agreement, the Guaranty, the First Lien Intercreditor Agreement (if any), the Second Lien Intercreditor Agreement (if any) and each of the other agreements, instruments or documents executed by a Loan Party that creates or purports to create a Lien or Guarantee in favor of the Administrative Agent for the benefit of the Secured Parties to secure payment or performance of the Obligations</p> <p>"Collateral Questionnaire" means a Collateral Questionnaire in form and substance reasonably satisfactory to the Administrative Agent</p> <p>"Committed Loan Notice" means a notice of (a) a Term Borrowing, (b) a Revolving Credit Borrowing, (c) a conversion of Loans from one Type to the other, or (d) a continuation of Eurocurrency Rate Loans, pursuant to Section 2 02(a) of the Credit Agreement, which, if in writing, shall be substantially in the form of Exhibit A</p>	

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Short particulars	<p>"Commitment" means, as to each Lender, its obligation to make a Loan to the Borrowers under the Credit Agreement, expressed as an amount representing the maximum principal amount of the Loan to be made by such Lender under the Credit Agreement, as such commitment may be (a) reduced from time to time pursuant to Section 2.06 of the Credit Agreement and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption and shall include any Term B Commitment, Revolving Credit Commitment, New Revolving Credit Commitment, New Term Commitment, Other Term Commitment, Extended Revolving Credit Commitment and Replacement Revolving Credit Commitment</p> <p>"Company" means EMI Music Publishing Netherlands Holdings B V , a private company with limited liability, having its corporate seat at Amsterdam (address 1211 EB Hilversum, Groest 91-93, trade register number 32131713)</p> <p>"Compositions" means all of the musical works that are or become, owned or controlled, in whole or in part, by the Borrowers or any of their Subsidiaries, or in which the Borrowers or any of their Subsidiaries have any rights, to the fullest extent of such Borrower or such Subsidiary's interest therein</p> <p>"Consolidated Total Debt" means, as of any date of determination, the aggregate principal amount of Indebtedness of Holdings, the Borrowers and the Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP (but excluding the effects of any discounting of Indebtedness resulting from the application of purchase accounting in connection with the Transaction, any Permitted Acquisition or any other Investment permitted hereunder), provided that Consolidated Total Debt shall not include Indebtedness in respect of (i) any letter of credit, except to the extent of unreimbursed obligations in respect of drawn letters of credit (provided that any Unreimbursed Amount under commercial letters of credit shall not be counted as Consolidated Total Debt until three (3) Business Days after such amount is drawn (it being understood that any borrowing, whether automatic or otherwise, to fund such reimbursement shall be counted)) and (ii) obligations under Swap Contracts (other than unpaid termination payments under Swap Contracts)</p> <p>"Copyrights" means (a) any and all copyright rights in any work subject to the copyright laws of the United States or any other country, city, state or political subdivision thereof, whether statutory or common law, whether registered or unregistered and whether published or unpublished, (b) any and all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office and any and all (i) rights and privileges arising under applicable Law with respect to such copyrights including termination or transfer rights, reversionary interests, reversion rights and restoration rights and (ii) reissues, renewals, and extensions thereof and amendments thereto</p> <p>"Credit Agreement" means the one billion one hundred and twenty-five million euro (USD 1,125,000,000) credit agreement among MTL Publishing LLC, the Pledgee and the other parties named in it as a party, dated on or about the date of the Deed</p>

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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 Collateral" means all "Collateral" (or equivalent term) as defined in any Collateral Document and shall include the Mortgaged Properties</p> <p>"Credit Agreement Refinancing Indebtedness" means any (a) Permitted Pari Passu Secured Refinancing Debt, (b) Permitted Junior Secured Refinancing Debt, (c) Permitted Unsecured Refinancing Debt or (d) Indebtedness incurred pursuant to a Refinancing Amendment, in each case, issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace or refinance, in whole or part, existing Term Loans (including any successive Credit Agreement Refinancing Indebtedness) ("Refinanced Debt"), provided that (i) such exchanging, extending, renewing, replacing or refinancing Indebtedness is in an original aggregate principal amount not greater than the aggregate principal amount of the Refinanced Debt except by an amount equal to unpaid accrued interest and premium (including tender premium) thereon plus reasonable upfront fees and OID on such exchanging, extending, renewing, replacing or refinancing Indebtedness, plus other reasonable and customary fees and expenses in connection with such exchange, modification, refinancing, refunding, renewal, replacement or extension, (ii) such Indebtedness has a later maturity than, and a Weighted Average Life to Maturity equal to or greater than, in each case, the Refinanced Debt, (iii) the terms and conditions of such Indebtedness (except as otherwise provided in clause (ii) above and with respect to pricing, premiums and optional prepayment or redemption terms) are substantially identical to, or (taken as a whole) are no more favorable to the lenders or holders providing such Indebtedness, than those applicable to the Refinanced Debt being refinanced (except for covenants or other provisions applicable only to periods after the Latest Maturity Date at the time of incurrence of such Indebtedness) (provided that a certificate of a Responsible Officer delivered to the Administrative Agent at least five (5) Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrowers' Representative has determined in its good faith that such terms and conditions satisfy the requirement of this clause (iii) shall be conclusive evidence that such terms and conditions satisfy such requirement unless the Administrative Agent notifies the Borrowers' Representative within such five (5) Business Day period that it disagrees with such determination (including a description of the basis upon which it disagrees)), and (iv) such Refinanced Debt shall be repaid, defeased or satisfied and discharged, and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained</p> <p>"Cure Amount" means the portion of the Net Cash Proceeds from a sale or issuance of Qualified Equity Interests or any contribution to the capital of MTL PUBLISHING LLC designated by the Borrowers for the purpose of determining whether an Event of Default under section 7.14 of the Credit Agreement has occurred</p> <p>"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, administration, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally</p> <p>"Deed" has the meaning given to it in Section 3 of this form MG01</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>"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default</p> <p>"Defaulting Lender" means, at any time, as reasonably determined by the Administrative Agent, a Lender as to which the Administrative Agent has notified the Borrowers that (i) such Lender has failed to comply with its obligations under the Credit Agreement to fund a Term Loan, Revolving Credit Loans, participations in L/C Obligations and/or participations in Swing Line Loans or any other amounts (each a "Lender Funding Obligation"), in each case, within two days of the date such Loans or other amounts are required to be funded hereunder, (ii) such Lender has notified the Administrative Agent, or has stated publicly, that it will not comply with any such Lender Funding Obligation hereunder, (iii) such Lender has, for three or more Business Days, failed to confirm in writing to the Administrative Agent, in response to a written request of the Administrative Agent, that it will comply with its Lender Funding Obligations hereunder, provided that any such Lender shall cease to be a Defaulting Lender under this clause (iii) upon receipt of such confirmation by the Administrative Agent, or (iv) a Lender Insolvency Event has occurred and is continuing with respect to such Lender. Any determination that a Lender is a Defaulting Lender under clauses (ii) and (iii) above will be made by the Administrative Agent in its sole discretion acting in good faith and shall be conclusive and binding absent manifest error. The Administrative Agent will promptly provide to all parties hereto a copy of any notice to the Borrowers' Representative provided for in this definition.</p> <p>"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations (other than contingent obligations that by their terms survive) and the termination of the Commitments and the termination of all outstanding Letters of Credit (unless the Outstanding Amount of the L/C Obligations related thereto has been Cash Collateralized, back-stopped by a letter of credit reasonably satisfactory to the applicable L/C Issuer or deemed reissued under another agreement reasonably acceptable to the applicable L/C Issuer)), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests and other than as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations (other than contingent obligations that by their terms survive) and the termination of the Commitments and the termination of all outstanding Letters of Credit (unless the Outstanding Amount of the L/C Obligations related thereto has been Cash Collateralized, back-stopped by a letter of credit reasonably satisfactory to the applicable L/C Issuer or deemed reissued under another agreement reasonably acceptable to the applicable L/C Issuer)), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is ninety-one (91) days after the Latest Maturity Date at the time of issuance, provided that if such Equity Interests are issued pursuant to a plan for the benefit of employees of Holdings, the Borrowers or the Restricted Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by Holdings, the</p>

# MG01 - continuation page

## 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>Borrowers or the Restricted Subsidiaries in order to satisfy applicable statutory or regulatory obligations</p> <p>"Dollar" means lawful money of the United States</p> <p>"Dollar Amount" means, at any time</p> <p>(a) with respect to an amount denominated in Dollars, such amount, and</p> <p>(b) with respect to an amount denominated in an Alternative Currency, an equivalent amount thereof in Dollars as determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with such Alternative Currency</p> <p>"Domain Names" means all Internet domain names and associated URL addresses</p> <p>"Domestic Subsidiary" means any Subsidiary that is organized under the Laws of the United States, any state thereof or the District of Columbia</p> <p>"EMU Legislation" means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency</p> <p>"Equity Contribution" means, the contribution by the Permitted Holders of an aggregate amount of cash as common equity, directly or indirectly to Holdings, which will in turn be contributed to MTL PUBLISHING LLC in the form of common stock, which, together with any rollover equity, will constitute an aggregate amount of not less than \$803,700,000</p> <p>"Equity Interests" means with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities)</p> <p>"Eligible Assignee" means any Person that meets the requirements to be an assignee under Sections 10 07(b)(iii) and (v) (subject solely to such consents, if any, as may be required under Section 10 07(b)(iii)) of the Credit Agreement</p> <p>"Eurocurrency Rate" means</p> <p>(a) for any Interest Period with respect to a Eurocurrency Rate Loan, the rate per annum equal to (i) (in relation to loans denominated in currencies other than Euros) the British Bankers Association interest settlement rate for LIBOR for the relevant currency for a term comparable to such interest period ("BBA LIBOR"), or (in relation to loans denominated in Euros) the rate determined by the banking federation of the European Union for a term comparable to such interest period ("EURIBOR"), in either case as published by Reuters (or such other commercially available source providing quotations of BBA LIBOR or, as the case may be, EURIBOR, as may be designated by the Administrative Agent from time to time) at approximately 11 00 a m , London time, two (2) Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery</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>on the first day of such Interest Period) with a term equivalent to such Interest Period, or (ii) if such rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in Same Day Funds in the approximate amount of the Eurocurrency Rate Loan being made, continued or converted and with a term equivalent to such Interest Period would be offered by the Administrative Agent's London Branch to major banks in the London interbank eurodollar market at their request at approximately 11 00 a m (London time) two (2) Business Days prior to the commencement of such Interest Period, and</p> <p>(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to (i) BBA LIBOR (in respect of Base Rate Loans denominated in Sterling or Dollars) or EURIBOR (in respect of Base Rate Loans denominated in Euros), at approximately 11 00 a m , London time on such date the Dollar, Euros or Sterling deposits are being delivered in the London interbank market or (ii) if such published rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the date of determination in Same Day Funds in the approximate amount of the Base Rate Loan being made or maintained would be offered by the Administrative Agent's London Branch to major banks in the London interbank eurodollar market at their request at the date and time of determination</p> <p>"Eurocurrency Rate Loan" means a Loan, whether denominated in Dollars or in an Alternative Currency, that bears interest at a rate based on clause (a) of the definition of Eurocurrency Rate</p> <p>"Euros" means the lawful currency of the Participating Member States introduced in accordance with the EMU Legislation</p> <p>"Event of Default" means each of the events referred to in clauses (a) through (l) of Section 8 01 of the Credit Agreement</p> <p>"Excluded Foreign Subsidiary" means (a) any Foreign Subsidiary that is (i) directly or indirectly owned by EMI Group North America Holdings, Inc (EMIGNAH) and (ii) a CFC, (b) any Domestic Subsidiary, or any Foreign Subsidiary that is not described in clause (a) of the Credit Agreement, in each case, directly or indirectly owned by EMIGNAH that does not own any material assets other than shares in Foreign Subsidiaries that are CFCs, or (c) any Foreign Subsidiary of MTL PUBLISHING LLC set forth on Schedule 1 01-B of the Credit Agreement or (d) other than any Loan Parties set forth in Schedule 1 01-C of the Credit Agreement, such Foreign Subsidiaries in respect of which the giving of a Guaranty thereby would result in material adverse tax consequences as reasonably determined by the Borrowers' Representative</p> <p>"Excluded Subsidiary" means (a) Immaterial Subsidiaries, (b) Excluded Foreign Subsidiaries, (c) any Restricted Subsidiary that is prohibited by law or regulation from providing a Guaranty or that would require a governmental (including regulatory) consent, approval, license or authorization in order to provide a Guaranty (including under any financial assistance, corporate benefit or thin capitalization rule), (d) any Restricted Subsidiary to the extent it is not within the legal capacity of such Person to provide a guarantee, or would conflict with the fiduciary duties of such Person's directors or result in, or could reasonably be expected to result in, a material risk of personal or criminal liability for any officer or director of such Person (provided, that with respect to any Material</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="339 383 1023 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="339 445 1453 790">Subsidiary contemplated by the foregoing clauses (c) and (d), the Borrowers shall use their commercially reasonable efforts to structure a guaranty by such Material Subsidiary to avoid or address the issues raised in such clauses), (e) not-for-profit Subsidiaries, captive insurance subsidiaries, (f) other than any Loan Parties set forth in Schedule 1 01-C of the Credit Agreement, any Restricted Subsidiary with respect to which providing a Guaranty would result in material adverse tax consequences to the Borrowers as reasonably determined by the Borrowers' Representative and (g) any other Restricted Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent and the Borrowers' Representative, that the burden or cost of obtaining a Guaranty outweighs the benefits to be obtained by the Lenders therefrom, provided that no Borrower, and no Subsidiary of Holdings that owns, directly or indirectly, any Equity Interests of any Borrower, may be an Excluded Subsidiary</p> <p data-bbox="339 828 1358 887">"Extended Revolving Credit Commitment" means the Revolving Credit Commitment of any Revolving Credit Lender that agrees to an Extension extended pursuant to an Extension</p> <p data-bbox="339 925 1453 1108">"Extension" means an extension of the maturity date of each such Lender's Term Loans and/or Revolving Credit Commitments and otherwise the modification of the terms of such Term Loans and/or Revolving Credit Commitments and/or pursuant to the terms of the relevant Extension Offer (including, without limitation, by increasing the interest rate or fees payable in respect of such Term Loans, Revolving Credit Commitments (and related outstandings) and/or the modification of the amortization schedule in respect of such Lender's Term Loans)</p> <p data-bbox="339 1146 1453 1296">"Extension Offer" means an offer made from time to time by the Borrowers' Representative to all Lenders of Term Loans with a like Maturity Date, Revolving Credit Commitments with a like Maturity Date, in each case on a pro rata basis (based on the aggregate outstanding principal amount of the respective Term Loans or Revolving Credit Commitments) and on the same terms to each such Lender</p> <p data-bbox="339 1335 1422 1426">"Extended Term Loans" means the Term Loans of any Term Lender that agrees to an Extension with respect to such Term Loans (an "Extending Term Lender") extended pursuant to any Extension</p> <p data-bbox="339 1464 1430 1653">"Federal Funds Rate" means, for any day, the weighted average of the per annum rates on overnight Federal funds transactions with members of the Federal Reserve System of the United States arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day for such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it</p> <p data-bbox="339 1691 1402 1780">"Fee Letter" means that certain fee letter, dated November 11, 2011, by and among UBS Loan Finance LLC, UBS Securities LLC, GSO, Guggenheim Corporate Funding LLC and the MTL PUBLISHING LLC</p> <p data-bbox="339 1818 1437 1942">"First Lien Intercreditor Agreement" means a "pari passu" intercreditor agreement among the Administrative Agent and one or more Senior Representatives for holders of Permitted Pari Passu Secured Refinancing Debt in form and substance reasonably satisfactory to the Administrative Agent</p>



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="344 383 1018 412">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="344 445 1358 506">"Foreign Subsidiary" means any direct or indirect Subsidiary of either Borrower that is not a Domestic Subsidiary</p> <p data-bbox="344 539 1445 1014">"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time, provided, however, that (i) if the Borrowers notify the Administrative Agent that Borrowers' Representative requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof (including through the adoption of the international accounting standards as promulgated by the International Accounting Standards Board (IFRS)) on the operation of such provision (or if the Administrative Agent notifies the Borrowers' Representative that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof (including through the adoption of IFRS), then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith and (ii) any change in GAAP occurring after March 31, 2012 that would require operating leases to be treated similarly to capital leases shall not be given effect in the definition of Indebtedness or any related definitions or in the computation of any financial ratio or requirement</p> <p data-bbox="344 1048 1449 1205">"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank)</p> <p data-bbox="344 1238 1461 1944">"Guarantee" means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien), provided that the term "Guarantee" shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under the Credit Agreement (other than such obligations with respect to Indebtedness) The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary</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

obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith The term "Guarantee" as a verb has a corresponding meaning

"Guarantors" means (i) as of the Closing Date, each of the entities listed on Schedule 1 01-C of the Credit Agreement and (ii) from and after the Closing Date, each other Person who guarantees the Obligations in accordance with Section 6 11, 6 13 and the Collateral and Guarantee Requirements For avoidance of doubt, the Borrowers may cause any Restricted Subsidiary that is not a Guarantor to Guarantee the Obligations by causing such Restricted Subsidiary to execute a joinder to the Guaranty, and, from and after the Closing Date, any such Restricted Subsidiary that is not an Excluded Subsidiary shall be a Guarantor under the Credit Agreement for all purposes

"Guaranty" means the guaranty made by Holdings, the Borrowers and the other Guarantors in favor of the Administrative Agent on behalf of the Secured Parties pursuant to clause (b) of the definition of "Collateral and Guarantee Requirement," in form and substance reasonably satisfactory to the Administrative Agent, and each supplement thereto

"Guaranty Agreement" means the guaranty agreement, among the Pledgor as defined therein as guarantor, DH Publishing L P , and the Pledgee thereunder as security agent, dated on or about the date of the Deed

"Hedge Bank" means any Person party to a Secured Hedge Agreement that is an Agent, a Lender, or an Affiliate of any of the foregoing on the Closing Date or at the time it enters into such Secured Hedge Agreement, in its capacity as a party thereto, whether or not such Person subsequently ceases to be an Agent, a Lender or an Affiliate of any of the foregoing

"Holdings" means DH Publishing GP Limited (together with its permitted successors)

"Immaterial Subsidiaries" means Restricted Subsidiaries that are not Material Subsidiaries

"Incremental Commitments" means collectively, (a) prior to the Maturity Date of the Revolving Credit Facility, one or more increases in the amount of the Revolving Credit Commitments (a "Revolving Facility Increase"), (b) the establishment of one or more new revolving credit commitments (any such new commitments, collectively with any Revolving Facility Increase, the "New Revolving Credit Commitments"), (c) prior to the Maturity Date of any Term Loans, the establishment of one or more new term loan commitments which may be of the same Facility as such Term Loans (a "Term Loan Increase") or a separate class of term loans (collectively with any Term Loan Increase, the "New Term Commitments" and the New Term Commitments, and (d) any New Revolving Credit Commitments which the Borrower's Representative may by written notice to the Administrative Agent elect to request at any time or from time to time after the Closing Date

"Incremental Joinder Agreement" means an agreement executed and delivered by the applicable Borrower, the New Revolving Credit Lender or New Term Lender, as applicable, and to the extent applicable, the Administrative Agent and the L/C Issuer and the Swing Line Lender, effecting an Incremental Commitment

"Incremental Loan" means a New Revolving Credit Loan collectively with any New Term Loan

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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>"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP</p> <p>(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments,</p> <p>(b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all letters of credit (including standby and commercial), bankers' acceptances, bank guarantees, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person,</p> <p>(c) net obligations of such Person under any Swap Contract,</p> <p>(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts and accrued expenses payable in the ordinary course of business, (ii) any earn-out obligation until such obligation is not paid after becoming due and payable, (iii) accruals for payroll and other liabilities accrued in the ordinary course of business and (iv) accruals and credits with respect to royalties or other payments due to songwriters or other royalty participants including accruals or credits associated with audits or other settlements, in all cases incurred in the ordinary course of business),</p> <p>(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned, acquired or being acquired by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse,</p> <p>(f) all Attributable Indebtedness,</p> <p>(g) all obligations of such Person in respect of Disqualified Equity Interests, and</p> <p>(h) all Guarantees of such Person in respect of any of the foregoing</p> <p>For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would be included in the calculation of Consolidated Total Debt. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) the fair market value (as determined by such Person in good faith) of the property encumbered thereby as determined by such Person in good faith</p> <p>"Initial Revolving Usage" means Letters of Credit may be issued on the Closing Date to backstop or replace letters of credit, guarantees and performance or similar bonds outstanding on the Closing Date (including deemed issuances of Letters of Credit under the Credit Agreement resulting from an existing issuer of letters of credit outstanding on the Closing Date agreeing to become an L/C Issuer</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>under the Credit Agreement)</p> <p>"Intellectual Property" means any and all intellectual and similar property of every kind and nature including inventions, designs, Patents, Copyrights, Trademarks, Domain Names, moral rights, trade secrets, confidential or proprietary technical and business information, know how, show how or other data or information, software, databases, all other proprietary information and all embodiments or fixations thereof and related documentation, registrations and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing</p> <p>"Intellectual Property Mortgages" means copyright security agreements made by the Loan Parties in favor or for the benefit of the Administrative Agent on behalf of the Lenders in form and substance reasonably satisfactory to the Administrative Agent and executed and delivered pursuant to Sections 6 11 and 6 13 of the Credit Agreement</p> <p>"Intellectual Property Security Agreements" means each Intellectual Property Mortgage and each other security agreement in respect of Intellectual Property executed pursuant to the Collateral and Guarantee Requirement and each other Security Agreement</p> <p>"Interest Period" means, as to each Eurocurrency Rate Loan, the period commencing on the date such Eurocurrency Rate Loan is disbursed or converted to or continued as a Eurocurrency Rate Loan and ending on the date one, two, three or six months thereafter, or to the extent consented to by each applicable Lender, nine or twelve months, as selected by the Borrowers' Representative in its Committed Loan Notice, provided that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing, provided, however, that an Interest Period shall be limited to the extent required under Section 2 02(a) of the Credit Agreement</p> <p>"Investment" means, as to any Person, any direct or indirect acquisition by such Person of, or investment by such Person in, another Person, whether by means of (a) the purchase or other acquisition (including without limitation by merger or otherwise) of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions, including without limitation by merger or otherwise) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person For purposes of covenant compliance, the amount of any Investment at any time shall be the amount actually invested (measured at the time made), without adjustment for subsequent changes in the value of such Investment, net of any return representing a return of</p>	

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## Particulars of a mortgage or charge

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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

capital with respect to such Investment

"Issuer Documents" means, with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by an L/C Issuer and either Borrower (or any of its respective Subsidiaries) or in favor of such L/C Issuer and relating to such Letter of Credit

"Junior Financing" means the Senior Notes or any other Indebtedness for borrowed money of a Loan Party that is unsecured or subordinated to the Obligations expressly by its terms and incurred pursuant to Section 7 03(g), (r) and (s) of the Credit Agreement, in each case, of an aggregate principal amount greater than \$5,000,000 (other than Indebtedness among any Borrower and the Restricted Subsidiaries)

"L/C Issuer" means UBS AG, Stamford Branch and any other Lender that becomes a L/C Issuer in accordance with Section 2 03(l) of the Credit Agreement, in each case, in its capacity as an issuer of Letters of Credit under the Credit Agreement, or any successor issuer of Letters of Credit under the Credit Agreement

"L/C Obligation" means, as at any date of determination, the aggregate maximum amount then available to be drawn under all outstanding Letters of Credit (whether or not (i) such maximum amount is then in effect under any such Letter of Credit if such maximum amount increases periodically pursuant to the terms of such Letter of Credit or (ii) the conditions to drawing can then be satisfied) plus the aggregate of all Unreimbursed Amounts in respect of Letters of Credit, including all L/C Borrowings For all purposes of the Credit Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3 14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn

"Latest Maturity Date" means, at any date of determination, the latest maturity or expiration date applicable to any Term Loan, Revolving Credit Loan or Commitment hereunder at such time, including the latest maturity or expiration date of any Incremental Loan, any Other Term Loan, any Extended Term Loan, any Extended Revolving Credit Commitment (or Loan thereunder), any Replacement Revolving Credit Commitment (or Loan thereunder) in each case as extended in accordance with the Credit Agreement from time to time

"Lead Arranger" means UBS Securities LLC in its capacity as sole lead arranger and sole bookrunner under the Credit Agreement

"Lender" means Swing Line Lender and L/C Issuer, and each lender from time to time party to the Credit Agreement

"Letter of Credit" means any letter of credit issued under the Credit Agreement A Letter of Credit may be a commercial letter of credit or a standby letter of credit

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the relevant L/C Issuer

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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>"Lien" means any mortgage, pledge, hypothecation, assignment, conditional assignment, assignment for security purposes, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real or personal property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing), provided that in no event shall an operating lease or the Administration Deed in and of itself be deemed a Lien</p> <p>"Loan" means an extension of credit by a Lender to the Borrowers under Article II of the Credit Agreement</p> <p>"Loan Documents" means collectively, (a) the Credit Agreement, (b) the Notes, (c) the Administrator Intercreditor Agreement, (d) any Refinancing Amendment, Incremental Joinder Agreement or Extension Offer, (e) the Guaranty, (f) the Collateral Documents, (g) the Fee Letter and (h) the Issuer Documents</p> <p>"Loan Parties" means collectively (a) Holdings, (b) the Borrowers and (c) each other Guarantor</p> <p>"Material Real Property" means any real property owned by any Loan Party with a fair market value in excess of \$5,000,000</p> <p>"Material Subsidiary Jurisdiction" means, at any date of determination, each jurisdiction in respect of which the aggregate amount of NPS generated by the Music Assets of Holdings, the Borrowers and any Restricted Subsidiary organized under the laws of such jurisdiction for the most recently ended Test Period is greater than or equal to 2.0% of the aggregate NPS generated by the Music Assets of Holdings, the Borrowers and the Restricted Subsidiaries for such period</p> <p>"Material Subsidiary" means, at any date of determination, (a) each Restricted Subsidiary that is organized under the law of a Material Subsidiary Jurisdiction and (b) each Subsidiary of Holdings that owns, directly or indirectly, Equity Interests of any other Material Subsidiary. For the avoidance of doubt, each Restricted Subsidiary organized in the United States and the United Kingdom shall be a Material Subsidiary</p> <p>"Maturity Date" means (i) with respect to the Revolving Credit Facility, the fifth anniversary of the Closing Date, (ii) with respect to the Term B Loans that have not been extended pursuant to Section 2.16, the date that is six years after the Closing Date, (iii) with respect to any tranche of Extended Term Loans, Extended Revolving Credit Facility, Replacement Revolving Credit Commitments, the final maturity date as specified in the applicable Extension Offer accepted by the respective Lender or Lenders, (iv) with respect to any Other Term Loans, the final maturity date as specified in the applicable Refinancing Amendment and (v) with respect to any Incremental Loans, the final maturity date as specified in the applicable Incremental Joinder Agreement, provided, in each case, that if such day is not a Business Day, the applicable Maturity Date shall be the Business Day immediately preceding such day</p> <p>"Mortgaged Properties" means each Material Real Property or Intellectual Property requiring delivery of a Mortgage pursuant to Sections 6.11 or 6.13 of the Credit Agreement</p>	

# MG01 - continuation page

## 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>"Mortgages" means collectively, the Intellectual Property Mortgages and the Real Property Mortgages</p> <p>"Music Assets" means, with respect to musical compositions and the rights anywhere in the world in all or any part of the Copyrights therein, the ownership interests, publishing rights, co-publishing rights, administration rights, co-administration rights, inbound licenses, rights to receive all or a share of the advances, royalties, license fees, profits, and other forms of revenue generated by such musical compositions</p> <p>"Net Cash Proceeds" means</p> <p>(a) with respect to the Disposition of any asset (including issuance or Disposition of Equity Interests by or of Subsidiaries) by any Borrower or any of the Restricted Subsidiaries or any Casualty Event, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such Disposition or Casualty Event (including any cash and Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and, with respect to any Casualty Event, any insurance proceeds or condemnation awards in respect of such Casualty Event actually received by or paid to or for the account of any Borrower or any of the Restricted Subsidiaries) over (ii) the sum, without duplication, of (A) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness that is secured by the asset subject to such Disposition or Casualty Event and required to be repaid in connection with such Disposition or Casualty Event (other than Indebtedness under the Loan Documents, the Credit Agreement Refinancing Indebtedness and Incremental Equivalent Debt, if any) and, in case of any Compositions or Music Agreements, to the extent not reflected in sums recovered from sums received in clause (i) above, the aggregate amount of any unrecouped advances previously made with respect to such assets subject to such Disposition or Casualty Event to the extent such advances are not expected to be recoverable thereafter, (B) the out-of-pocket fees and expenses (including attorneys' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees) actually incurred by any Borrower or such Restricted Subsidiary in connection with such Disposition or Casualty Event, (C) taxes or distributions made pursuant to Section 7 06(g) (ii) of the Credit Agreement paid or reasonably estimated to be payable in connection therewith (including taxes imposed on the distribution or repatriation of any such Net Cash Proceeds, it being understood that any proceeds reserved on account of such estimate but not in fact required to be paid on a scheduled payment date shall constitute Net Cash Proceeds), (D) in the case of any Disposition or Casualty Event by a non-wholly-owned Restricted Subsidiary, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (D)) attributable to minority interests and not available for distribution to or for the account of the Borrowers or a wholly-owned Restricted Subsidiary as a result thereof, and (E) any reserve for adjustment in respect of (x) the sale price of such asset or assets established in accordance with GAAP and (y) any liabilities associated with such asset or assets and retained by the Borrowers or any Restricted Subsidiary after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction, it being understood that "Net Cash Proceeds" shall include the amount of any reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in this clause (E), provided that (x) no net cash proceeds calculated in accordance with the foregoing realized in a single transaction or series of related transactions shall constitute Net Cash Proceeds unless such net cash proceeds shall</p>	

# MG01 - continuation page

## 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>constitute Net Cash Proceeds unless such net cash proceeds shall exceed \$10,000,000 and (y) no such net cash proceeds shall constitute Net Cash Proceeds under this clause (a) in any fiscal year until the aggregate amount of all such net cash proceeds in such fiscal year shall exceed \$30,000,000 (and thereafter only net cash proceeds in excess of such amount shall constitute Net Cash Proceeds under this clause (a)), and</p> <p>(b) with respect to the incurrence or issuance of any Indebtedness by any Borrower or any Restricted Subsidiary or any sale or issuance of Qualified Equity Interests by such Borrower or any direct or indirect parent of any Borrower, the excess, if any, of (A) the sum of the cash and Cash Equivalents received in connection with such incurrence or issuance over (B) the investment banking fees, underwriting discounts, commissions, costs and other out-of-pocket expenses and other customary expenses, incurred by such Borrower or such Restricted Subsidiary in connection with such incurrence or issuance (and with respect to any sale or issuance of Qualified Equity Interests by any direct or indirect parent of MTL PUBLISHING LLC, the amount of cash from such sale or issuance of Qualified Equity Interests contributed to the capital of MTL PUBLISHING LLC)</p> <p>"New Revolving Credit Commitment" has the meaning specified in Section 2 14(a) of the Credit Agreement</p> <p>"New Revolving Credit Lender" has the meaning specified in Section 2 14(a) of the Credit Agreement</p> <p>"New Shares" means any and all shares in the share capital of the Company which the Pledgor will acquire after the execution of the Deed</p> <p>"New Term Commitment" means one or more new term loan commitments which may be of the same Facility as any Term Loans (a "Term Loan Increase") or a separate class of term loans</p> <p>"New Term Lender" means each Lender or other Person that is an Eligible Assignee</p> <p>"Note" means a Term Note, Revolving Credit Note of any Borrower payable to any Lender or its registered assigns, evidencing the aggregate Indebtedness of such Borrower to such Lender resulting from the Loans made by such Lender</p> <p>"NPS" or "Net Publishing Share" means for any period, revenue (excluding, for the avoidance of doubt, interest income and proceeds from the sale of assets) generated during such period from the exercise of rights in the Compositions after paying, accruing, crediting or debiting, without duplication, (a) all royalties due to songwriters and other third party royalty participants, including payments, accruals or credits associated with audits and other settlements, (b) all fees paid, accrued, credited or debited to third party subpublishers (including Sony Music Entertainment (Japan) Inc ) and (c) any fees of outside legal advisors or other professional advisors incurred by or on behalf of Holdings, the Borrowers or any of their Subsidiaries in connection with the recovery of any portion of such revenue, in each case, determined on the same basis as Sony/ATV determines its net publishing share in the ordinary and usual course of its music publishing business</p>



# MG01 - continuation page

## 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>"Obligations" means all (a) advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, (b) obligations of any Loan Party arising under any Secured Hedge Agreement and (c) obligations of any Loan Party arising under any Secured Cash Management Agreements Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents (and any of their Subsidiaries to the extent they have obligations under the Loan Documents) include the obligation (including guarantee obligations) to pay principal, interest, Letter of Credit reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts payable by any Loan Party under any Loan Document</p> <p>"Other Term Commitment" means one or more Classes of term loan commitments under the Credit Agreement that result from a Refinancing Amendment</p> <p>"Other Term Loans" means one or more Classes of term loans that result from a Refinancing Amendment</p> <p>"Outstanding Amount" means (a) with respect to the Term Loans, Revolving Credit Loans and Swing Line Loans on any date, the outstanding principal Dollar Amount thereof after giving effect to any borrowings and prepayments or repayments of Term Loans, Revolving Credit Loans (including any refinancing of outstanding Unreimbursed Amounts under Letters of Credit or L/C Credit Extensions as a Revolving Credit Borrowing) and Swing Line Loans, as the case may be, occurring on such date, and (b) with respect to any L/C Obligations on any date, the Dollar Amount thereof on such date after giving effect to any related L/C Credit Extension occurring on such date and any other changes thereto as of such date, including as a result of any reimbursements of outstanding Unreimbursed Amounts under related Letters of Credit (including any refinancing of outstanding Unreimbursed Amounts under related Letters of Credit or related L/C Credit Extensions as a Revolving Credit Borrowing) or any reductions in the maximum amount available for drawing under related Letters of Credit taking effect on such date</p> <p>"Parallel Debt" means the payment undertaking of each Loan Party to the Administrative Agent under Article IV of the Guaranty Agreement</p> <p>"Participating Member State" means each state so described in any EMU Legislation</p> <p>"Patents" means (a) any and all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule 7(a) to the Collateral Questionnaire, and (b) any and all (i) rights and privileges arising under applicable Law with respect thereto, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the</p>	

# MG01 - continuation page

## 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>foregoing including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof</p> <p>"Permitted Acquisition" each purchase or other acquisition made pursuant to Section 7 02(i) of the Credit Agreement</p> <p>"Permitted Junior Secured Refinancing Debt" means any secured Indebtedness incurred by a Borrower, provided that (i) such Indebtedness is secured by the Credit Agreement Collateral on a second-priority basis with the Obligations and is not secured by any property or assets of any Borrower or any Subsidiary other than the Collateral, (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness, (iii) such Indebtedness does not mature or have scheduled amortization or scheduled payments of principal and is not subject to mandatory redemption, repurchase, prepayment or sinking fund obligation (other than customary offers to repurchase upon a change of control, asset sale or casualty event and customary acceleration rights after an event of default) prior to the Latest Maturity Date at the time such Indebtedness is incurred, (iv) the security agreements relating to such Indebtedness are substantially the same as the Collateral Documents (with such differences as are reasonably satisfactory to the Administrative Agent), (v) such Indebtedness is not guaranteed by any Subsidiaries other than the Subsidiary Guarantors, (vi) immediately after giving Pro Forma Effect thereto and the use of any proceeds therefrom no Event of Default shall exist or result therefrom and (vii) a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to or otherwise subject to the provisions of a Second Lien Intercreditor Agreement, provided that if such Indebtedness is the initial Permitted Junior Secured Refinancing Debt incurred by any Borrower, then Holdings, the Borrowers, the Subsidiary Guarantors, the Administrative Agent and the Senior Representative for such Indebtedness shall have executed and delivered a Second Lien Intercreditor Agreement Permitted Junior Secured Refinancing Debt, if in the form of notes, will include any Registered Equivalent Notes issued in exchange therefor</p> <p>"Permitted Pari Passu Secured Refinancing Debt" means any secured Indebtedness incurred by any Borrower, provided that (i) such Indebtedness is secured by the Credit Agreement Collateral on a pari passu basis (but without regard to the control of remedies) with the Obligations and is not secured by any property or assets of any Borrower or any Subsidiary other than the Credit Agreement Collateral, (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness, (iii) such Indebtedness does not mature or have scheduled amortization or scheduled payments of principal and is not subject to mandatory redemption, repurchase, prepayment or sinking fund obligation (other than customary offers to repurchase upon a change of control, asset sale or casualty event and customary acceleration rights after an event of default) prior to the Latest Maturity Date at the time such Indebtedness is incurred, (iv) the security agreements relating to such Indebtedness are substantially the same as the Collateral Documents (with such differences as are reasonably satisfactory to the Administrative Agent), (v) such Indebtedness is not guaranteed by any Subsidiaries other than the Subsidiary Guarantors, (vi) immediately after giving Pro Forma Effect thereto and the use of any proceeds therefrom no Event of Default shall exist or result therefrom and (vii) a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to or otherwise subject to the provisions of a First Lien Intercreditor Agreement, provided that if such Indebtedness is the initial Permitted Pari Passu Secured Refinancing Debt incurred by any Borrower, then the Borrowers, Holdings, the Subsidiary</p>	

# MG01 - continuation page

## 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>Guarantors, (vi) immediately after giving Pro Forma Effect thereto and the use of any proceeds therefrom no Event of Default shall exist or result therefrom and (vii) a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to or otherwise subject to the provisions of a First Lien Intercreditor Agreement, provided that if such Indebtedness is the initial Permitted Pari Passu Secured Refinancing Debt incurred by any Borrower, then the Borrowers, Holdings, the Subsidiary Guarantors, the Administrative Agent and the Senior Representative for such Indebtedness shall have executed and delivered a First Lien Intercreditor Agreement Permitted Pari Passu Secured Refinancing Debt, if in the form of notes, will include any Registered Equivalent Notes issued in exchange therefor</p> <p>"Permitted Refinancing" means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person, provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium (including tender premiums) thereon, plus reasonable OID and upfront fees plus other fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, (b) other than with respect to a Permitted Refinancing in respect of Indebtedness permitted pursuant to Section 7 03(b) or Section 7 03(e) of the Credit Agreement, such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) at the time thereof, no Default or Event of Default shall have occurred and be continuing, (d) such Indebtedness shall have no greater security and guarantees than the Indebtedness being so modified, refinanced, refunded, renewed or extended and (e) if such Indebtedness being modified, refinanced, refunded, renewed, replaced or extended is Junior Financing, (i) to the extent such Indebtedness being modified, refinanced, refunded, renewed, replaced or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal, replacement or extension is subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) the terms and conditions (including, if applicable, as to collateral but excluding as to subordination, pricing, premiums and optional prepayment or redemption provisions) of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, are not materially less favorable to the Loan Parties or the Lenders than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended, provided that a certificate of a Responsible Officer delivered to the Administrative Agent at least five (5) Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrowers' Representative has determined in good faith that such terms and conditions satisfy the foregoing requirement shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrowers' Representative within such five Business Day period that it disagrees with such determination (including a description of the basis upon which it disagrees) and (iii) such modification, refinancing, refunding, renewal or extension is incurred by the Person who is the obligor of the Indebtedness being modified, refinanced, refunded, renewed or extended and no additional obligors become liable for such Indebtedness</p>	

# MG01 - continuation page

## 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>"Permitted Unsecured Refinancing Debt" means any unsecured Indebtedness incurred by any Borrower in the form of one or more series of unsecured notes or loans, provided that (i) such Indebtedness is not secured by any property or assets of Holdings, any Borrower or any Restricted Subsidiary, (ii) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness, (iii) such Indebtedness does not mature or have scheduled amortization prior to the Latest Maturity Date at the time such Indebtedness is incurred (other than customary offers to repurchase upon a change of control, asset sale or casualty event and customary acceleration rights after an event of default), and (iv) such Indebtedness is not guaranteed by any Subsidiaries other than the Subsidiary Guarantors. Permitted Unsecured Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.</p> <p>"Person" means any natural person, corporation, limited liability company, trust, estate, joint venture, association, company, partnership (including any exempted limited partnership), Governmental Authority or other entity.</p> <p>"Pledgee" has the meaning given to it in Section 3 of this form MG01.</p> <p>"Pledgor" has the meaning given to it in Section 1 of this form MG01.</p> <p>"Qualified Equity Interests" means any Equity Interests that are not Disqualified Equity Interests.</p> <p>"Real Property Mortgages" means collectively, the deeds of trust, trust deeds, hypothecs, real property mortgages made by the Loan Parties in favor or for the benefit of the Administrative Agent on behalf of the Lenders in form and substance reasonably satisfactory to the Administrative Agent executed and delivered pursuant to Sections 6.11 and 6.13 of the Credit Agreement.</p> <p>"Refinancing Amendment" means an amendment to the Credit Agreement executed by each of (a) the Borrowers and Holdings, (b) the Administrative Agent and (c) each New Revolving Credit Lender or New Term Lender that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto, in accordance with Section 2.15 of the Credit Agreement.</p> <p>"Registered Equivalent Notes" means, with respect to any notes originally issued in a Rule 144A or other private placement transaction under the Securities Act, substantially identical notes (having the same Guarantees) issued in a dollar-for-dollar exchange therefor pursuant to an exchange offer registered with the SEC.</p> <p>"Replacement Revolving Credit Commitment" has the meaning specified in 2.16(d)(i) of the Credit Agreement.</p> <p>"Required Lenders" means, as of any date of determination, Lenders having more than 50% of the sum of the (a) Total Outstandings (with the aggregate Dollar Amount of each Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Lender for purposes of this definition), (b) aggregate unused Term Commitments and (c) aggregate unused Revolving Credit Commitments, provided that the unused Term Commitment and unused Revolving Credit Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders, provided, further, that the Loans of any Affiliated Lender shall in each case be</p>	

# MG01 - continuation page

## 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>excluded for purposes of making a determination of Required Lenders</p> <p>"Responsible Officer" means the chief executive officer, president, director, vice president, chief financial officer, treasurer or assistant treasurer or other similar officer or Person performing similar functions of a Loan Party and, as to any document delivered on the Closing Date, any secretary or assistant secretary of a Loan Party Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party</p> <p>"Restricted Subsidiary" means any Subsidiary of Holdings other than any Unrestricted Subsidiary</p> <p>"Revaluation Date" means with respect to any Revolving Credit Loan, each of the following (i) each date of a Borrowing of a Eurocurrency Rate Loan denominated in an Alternative Currency, (ii) each date of a continuation of a Eurocurrency Rate Loan denominated in an Alternative Currency pursuant to Section 2 02 of the Credit Agreement, and (iii) such additional dates as the Administrative Agent shall determine or the Required Revolving Credit Lenders shall require</p> <p>"Revolving Credit Commitment" means, as to each Revolving Credit Lender, its obligation to (a) make Revolving Credit Loans to any Borrower pursuant to Section 2 01(b)(i), (b) purchase participations in L/C Obligations in respect of Letters of Credit and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth, and opposite such Lender's name on Schedule 2 01A under the caption "Revolving Credit Commitment" or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with the Credit Agreement The aggregate Revolving Credit Commitments of all Revolving Credit Lenders shall be the Dollar Amount of \$75,000,000 on the Closing Date, as such amount may be adjusted from time to time in accordance with the terms of the Credit Agreement, including pursuant to any applicable Revolving Facility Increase</p> <p>"Revolving Credit Loan" means each such loan made by each Revolving Credit Lender denominated in Dollars, Sterling or Euros to the Borrowers as elected by any Borrower pursuant to Section 2 02 of the Credit Agreement</p> <p>"Revolving Credit Note" means a promissory note of the Borrowers payable to any Revolving Credit Lender or its registered assigns, in substantially the form of Exhibit C-2 hereto, evidencing the aggregate Indebtedness of the Revolving Credit Borrowers to such Revolving Credit Lender resulting from the Revolving Credit Loans made by such Revolving Credit Lender</p> <p>"Revolving Facility Increase" means one or more increases in the amount of the Revolving Credit Commitments</p> <p>"Revolving Credit Lender" means, at any time, any Lender that has a Revolving Credit Commitment at such time</p> <p>"Same Day Funds" means (a) with respect to disbursements and payments in Dollars, immediately available funds, and (b) with respect to disbursements and payments in an Alternative Currency, same day or other funds as may be determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, to be customary in the place of disbursement or payment for the</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>settlement of international banking transactions in the relevant Alternative Currency</p> <p>"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions</p> <p>"Second Lien Intercreditor Agreement" means a "junior lien" intercreditor agreement among the Administrative Agent and one or more Senior Representatives for holders of Permitted Junior Secured Refinancing Debt in form and substance reasonably satisfactory to the Administrative Agent</p> <p>"Secured Cash Management Agreement" means any agreement for the provision of Cash Management Services that is entered into by and between any Loan Party and any Cash Management Bank, and in the case of such agreements with any Restricted Subsidiary which is not a Loan Party designated in writing by the Cash Management Bank to the Administrative Agent as a "Secured Cash Management Agreement "</p> <p>"Secured Hedge Agreement" means any Swap Contract permitted under Section 7 03(f) of the Credit Agreement that is entered into by and between any Loan Party and any Hedge Bank, and designated in writing by the Hedge Bank to the Administrative Agent as a "Secured Hedge Agreement "</p> <p>"Secured Obligations" means all obligations (whether present or future, actual or contingent) owed jointly or severally (or in any capacity whatsoever) by the Pledgor to the Pledgee under or in connection with its Parallel Debt</p> <p>"Secured Parties" means, collectively, the Administrative Agent, the Lenders, each Hedge Bank, each Cash Management Bank, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9 01(c) of the Credit Agreement or, in the case of a Hedge Bank or Cash Management Bank that is not the Administrative Agent or a Lender, such person delivers to the Administrative Agent a letter agreement pursuant to which such person (i) appoints the Administrative Agent as its agent under the applicable Loan Documents and (ii) agrees to be bound by the provisions of Section 9 11 of the Credit Agreement as it were Lender</p> <p>"Securities Act" means the Securities Act of 1933, as amended</p> <p>"Security Agreement Supplement" has the meaning specified in the Security Agreement</p> <p>"Security Agreements" means, collectively, each Security Agreement executed by the Loan Parties, in form and substance reasonably satisfactory to the Collateral Agent, together with each other Security Agreement Supplement executed and delivered pursuant to Section 6 11 of the Credit Agreement</p> <p>"Senior Notes" means \$403,300,000 in aggregate principal amount of the Borrowers' senior unsecured notes due 20[●] to be issued pursuant to the Senior Notes Indenture</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>"Senior Notes Indenture" means the Senior Notes Indenture for the Senior Notes, dated as of [●], 2012, by and among the Borrowers, the guarantors party thereto and the indenture trustee party thereto, as the same may be amended, modified, supplemented, replaced or refinanced to the extent not prohibited by the Credit Agreement</p> <p>"Senior Representative" means, with respect to any series of Permitted Pari Passu Secured Refinancing Debt or Permitted Junior Secured Refinancing Debt, the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities</p> <p>"Shares" means [eighteen thousand and one] ([18,001]) registered ordinary shares in the share capital of the Company, with a nominal value of one euro (EUR 1) each, numbered 1 up to and including [18,001]</p> <p>"Spot Rate" for a currency means the rate determined by the Administrative Agent or an L/C Issuer, as applicable, to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11 00 a m on the date two Business Days prior to the date as of which the foreign exchange computation is made, provided that the Administrative Agent or an L/C Issuer may obtain such spot rate from another financial institution designated by the Administrative Agent or such L/C Issuer if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency, and provided that the L/C Issuer may use such spot rate quoted on the date as of which the foreign exchange computation is made in the case of any Letter of Credit denominated in an Alternative Currency</p> <p>"Sterling" means the lawful currency of the United Kingdom</p> <p>"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity (excluding, for the avoidance of doubt, charitable foundations) of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower</p> <p>"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc ,</p>

# MG01 - continuation page

## 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>any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement</p> <p>"Supplemental Administrative Agent" and "Supplemental Administrative Agents" have the meanings specified in Section 9 12(a) of the Credit Agreement</p> <p>"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value (s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender)</p> <p>"Swing Line Lender" means UBS AG, Stamford Branch in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder</p> <p>"Syndication Agent" means UBS Securities LLC, as syndication agent under the Credit Agreement</p> <p>"Term B Commitments" means the commitment of the Lenders to make Term B Loans to the Borrowers on the Closing Date expressed as an amount representing the maximum principal amount of the Term B Loan to be made by such Term Lender under the Credit Agreement, as such commitment may be (a) reduced from time to time pursuant to Section 2 06 and (b) reduced or increased from time to time pursuant to assignments by or to such Term Lender pursuant to an Assignment and Assumption The initial amount of each Term B Lender's Commitment is set forth on Schedule 2 01 under the caption "Term B Commitment" or, otherwise, in the Assignment and Assumption pursuant to which such Lender shall have assumed its Term B Commitment, as the case may be The initial aggregate amount of the Term B Commitments is \$1,150,000,000</p> <p>"Term B Loans" means the term loans made by the Lenders on the Closing Date to the Borrowers pursuant to Section 2 01(a) of the Credit Agreement</p> <p>"Term Commitment" means, as to each Term Lender, its obligation to make a Term Loan to the Borrowers hereunder, expressed as an amount representing the maximum principal amount of the Term Loan to be made by such Term Lender under the Credit Agreement, as such commitment may be (a) reduced from time to time pursuant to Section 2 06 of the Credit Agreement and (b) reduced or increased from time to time pursuant to (i) assignments by or to such Term Lender pursuant to an Assignment and Assumption, (ii) an Incremental Joinder Agreement, (iii) a Refinancing Amendment or (iv) an Extension The initial amount of each Term Lender's Commitment is set forth on Schedule 2 01 of the Credit Agreement under the caption "Term B Commitment" or, otherwise, in the Assignment and Assumption, Incremental Joinder Agreement or Refinancing Amendment pursuant to which such Lender shall have assumed its Commitment, as the case may be</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>"Term Lender" means, at any time, any Lender that has a Term Commitment or a Term Loan at such time</p> <p>"Term Loan" means any Term B Loan, New Term Loan, Other Term Loan or Extended Term Loan, as the context may require</p> <p>"Term Note" means a promissory note of the Borrowers payable to any Term Lender or its registered assigns, in substantially the form of Exhibit C-1 hereto, evidencing the aggregate Indebtedness of the Borrowers to such Term Lender resulting from the Term Loans made by such Term Lender</p> <p>"Total Outstanding" means the aggregate Outstanding Amount of all Loans and all L/C Obligations</p> <p>"Trademarks" means (a) any and all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, slogans, logos, certification marks, other source or business identifiers and designs, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and any and all extensions or renewals thereof, including those listed on Schedule 7(b) to the Collateral Questionnaire, (b) any and all rights and privileges arising under applicable Law with respect thereto, (c) all extensions and renewals thereof and amendments thereto, (d) any and all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) any and all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto</p> <p>"Transaction" means, collectively, (a) the Equity Contribution, (b) the Acquisition, (c) the issuance of the Senior Notes, (d) the funding of the Term B Loans and the Initial Revolving Usage Closing Date, (e) the consummation of any other transactions in connection with the foregoing, and (f) the payment of the fees and expenses incurred in connection with any of the foregoing</p> <p>"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code or any successor provision thereof as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code or any successor provision thereof (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral</p> <p>"Unreimbursed Amount" means the amount of the unreimbursed drawing (expressed in Dollars in the Dollar Amount thereof in the case of an Alternative Currency)</p> <p>"Unrestricted Subsidiary" means any Subsidiary of MTL PUBLISHING LLC designated by the board of directors of MTL PUBLISHING LLC as an Unrestricted Subsidiary pursuant to Section 6 14 of the Credit Agreement subsequent to the Closing Date, in each case, until such Person ceases to be an Unrestricted Subsidiary of MTL PUBLISHING LLC in accordance with Section 6 14 or ceases to be a Subsidiary of MTL PUBLISHING LLC No Subsidiary shall be designated an Unrestricted Subsidiary if it owns, directly or indirectly, Equity Interests or Indebtedness of, or owns or holds any Lien on any property of, any Borrower, any Guarantor or any other Restricted Subsidiary</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>"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (b) the then outstanding principal amount of such Indebtedness, provided that for purposes of determining the Weighted Average Life to Maturity of any Refinanced Debt or any Indebtedness that is being modified, refinanced, refunded, renewed, replaced or extended (the "Applicable Indebtedness"), the effects of any amortization or prepayments made on such Applicable Indebtedness prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded</p>	



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

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

COMPANY NO. 8090852  
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF DISCLOSED PLEDGE  
OVER REGISTERED SHARES DATED 7 AUGUST 2012 AND  
CREATED BY MP GRANITE LTD FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE PLEDGOR TO THE  
PLEDGEE 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  
9 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 AUGUST 2012



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES