

# 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 register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s.

THURSDAY



\*LV0A3GGP\*  
LD2 07/01/2010 319  
COMPANIES HOUSE

### 1 Company details

Company number 0 4 0 1 8 7 5 2

Company name in full KOBALT MUSIC GROUP LIMITED

For official use  
7  
**Filing 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 2 3 1 2 2 0 0 9

### 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 DEBENTURE between Kobalt Music Group Limited ("Company") and Balderton  
Capital III, L.P. as nominee for Balderton Capital III, L.P., Balderton  
Capital Founders' Fund III, L.P. and related individuals acting by its  
general partner Balderton Capital Partners III, L.P. acting by its  
general partner Balderton Capital General Partner III, LLC ("Agent")

### 4 Amount secured

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

Amount secured See continuation sheet.

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



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>All the Company's present and future liabilities, obligations and indebtedness to the lenders under a convertible loan agreement dated the same date as the Debenture between (1) the Company, (2) the persons named therein as the lenders (the "Lenders") and (3) the Agent (the "Loan Agreement") and to the Agent under the Loan Agreement, the Debenture and the other Finance Documents (as such term is defined in the Loan Agreement), whether actual or contingent and whether or not matured or accrued due together with interest, commission, bank charges and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by a Lender and the Agent and including those arising from a Lender and/or the Agent perfecting or enforcing or attempting to enforce any of the Finance Documents or any other security (and their rights thereunder) held by a Lender from time to time ("Indebtedness").</p>	

# 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 BALDERTON CAPITAL III, L.P.

Address C/O 13-15 VICTORIA ROAD, ST PETER PORT

GUERNSEY

Postcode G Y 1 1 H U

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.

Short particulars

See continuation sheet.

**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.

Short particulars

As continuing security for the payment and discharge of the Indebtedness, the Company with full title guarantee:

(a) charges to the Agent as security trustee for the Lenders:

(i) by way of legal mortgage, all freehold and leasehold property now vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;

(ii) by way of fixed charge, all estates or interests in any freehold and leasehold property of the Company (not being property charged by paragraph (i) above) now and in the future vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;

(iii) by way of fixed charge, all present and future goodwill and uncalled capital from time to time of the Company;

(iv) by way of fixed charge, all book debts and other debts now and in the future due or owing to the Company;

(v) by way of fixed charge, all copyrights, patents and registered and unregistered designs (including applications and rights to apply for any of them) inventions, rights in trade marks and service marks whether registered or not (including applications and rights to apply for any of them) confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents, registered or unregistered designs or inventions now or at any time hereafter belonging to the Company and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing;

(vi) by way of fixed charge all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital of any other body corporate now or at any time hereafter held by the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(vii) by way of fixed charge all plant, vehicles and machinery now or at any time hereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress);

See continuation sheet.



<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(viii) by way of fixed charge the benefit of all contracts (including to the extent that they are not validly assigned pursuant to paragraph (b) all insurance contracts and keyman insurance policies), agreements, licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the property, undertaking and assets of the Company the subject of any security created by this Debenture and the right to recover and receive all compensation which may be payable to it in respect of them;</p> <p>(ix) by way of floating charge, all the Company's present and future undertaking and assets, whatever and wherever, including (without limitation) all other property and assets not subject to an effective fixed charge under this Debenture; and</p> <p>(b) assigns to the Agent as security trustee for the Lenders absolutely all of its rights, title, interest and benefit in and to all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Company or in which the Company has an interest.</p>	

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b> 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: <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> for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.	
Commission allowance or discount		
<b>8</b>	<b>Delivery of instrument</b> 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 866).  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 870). 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).	
<b>9</b>	<b>Signature</b> Please sign the form here.  Signature  X HRO Grant Dawe LLP X  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

Company name

HRO GRANT DAWE LLP

Address

ONE LYRIC SQUARE

Post town  
LONDON

County/Region

Postcode

W 6 O N B

Country

UNITED KINGDOM

DX

Telephone

0203 008 5530

### 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 mortgagee 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
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)



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

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

**COMPANY NO. 4018752  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 23  
DECEMBER 2009 AND CREATED BY KOBALT MUSIC GROUP  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO THE LENDERS 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 7 JANUARY  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES