

**Second Amended and Restated Security Agreement**  
 (amending and restating the Amended and Restated Security Agreement,  
 dated as of February 12, 1999, as amended, which amended and restated the Second Amended, Restated  
 and Consolidated Security Agreement dated December 23, 1998)

Dated: September 30, 2002

Between	and
<b>Bank (Secured Party)</b>  Bank of America, N.A. 767 Fifth Avenue, Floor 12A New York, NY 10153	<b>Debtor</b>  MJ-ATV Publishing Trust c/o Provident Financial Management 10345 West Olympic Boulevard, Suite 200 Los Angeles, California 90064-2548 Attention: Barry Siegel
Debtor is a Delaware business trust.	
Address is the Debtor's place of business.	
Collateral (hereinafter defined) is located at the Debtor's address shown above.	

**Preliminary Statement.**

WHEREAS, Bank of America National Trust and Savings Association (the "Bank") and MJ Publishing Trust ("MJ Trust") entered into a Third Amended, Restated and Consolidated Loan Agreement, dated as of December 23, 1998 (the "1998 Loan Agreement"), pursuant to which the Bank advanced a \$140,000,000 term loan to MJ Trust;

WHEREAS, the obligations of MJ Trust under the 1998 Loan Agreement were secured by all of MJ Trust's assets pursuant to the Second Amended, Restated and Consolidated Security Agreement, dated as of December 23, 1998 (the "1998 Security Agreement"), between MJ Trust and the Bank;

WHEREAS, pursuant to an Assignment and Assumption Agreement, dated as of December 23, 1998 (the "Assignment and Assumption"), MJ Trust assigned all of its right, title and interest in Sony/ATV Music Publishing LLC to MJ Publishing, L.L.C., a Delaware limited liability company (the "LLC"), and also assigned to the LLC, and the LLC assumed from MJ Trust, all of MJ Trust's obligations under the 1998 Loan Agreement, the 1998 Security Agreement and the other Loan Documents (as defined in the 1998 Loan Agreement; herein referred to as the "1998 Loan Documents"), with MJ Trust remaining a co-obligor under the 1998 Loan Documents;

WHEREAS, on February 12, 1999, pursuant to an Agreement and Plan of Merger, dated as of February 10, 1999, the LLC merged with and into the Debtor, with the Debtor as the surviving entity and, accordingly, the Debtor succeeded to all of the LLC's obligations under the 1998 Loan Documents;

WHEREAS, the Bank and the Debtor entered into a Term Loan Agreement, dated as of February 12, 1999 (as amended by Amendment No. 1 thereto, dated as of December 27, 2000, the "Existing Loan Agreement"), pursuant to which the 1998 Loan Agreement was amended and restated in its entirety, MJP Trust was released from its obligations thereunder and the collateral granted by MJP Trust to the Bank was released, and in connection with which the Bank and the Debtor entered into an Amended and Restated Security Agreement, dated as of February 12, 1999 (as amended by Amendment No. 1 thereto, dated as of December 27, 2000, the "Existing Security Agreement");

WHEREAS, the Bank and the Debtor have agreed to amend and restate the Existing Loan Agreement in its entirety to, among other things, increase the overall term loan facility granted thereunder to an aggregate maximum principal amount of \$200,000,000 and as a condition precedent to the effectiveness thereof have also agreed to amend and restate the Existing Security Agreement in its entirety.

NOW, THEREFORE, in consideration of the financial accommodations provided in the Loan Agreement (as defined below) and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Existing Security Agreement is hereby amended and restated in its entirety to read as follows:

**1. Definitions.**

- A. "Jackson" means Michael Jackson.
- B. "Loan Agreement" means the Amended and Restated Term Loan Agreement, dated as of September 30, 2002, between the Debtor and the Bank, as the same may be amended, amended and restated or otherwise modified from time to time.
- C. "Operating Agreement" means the Operating Agreement of Sony/ATV Music Publishing LLC, dated November 7, 1995, among Jackson, Sony Music Publishing ("SMP"), a division of Sony Music Entertainment, Inc., a Delaware corporation, and the affiliates of SMP listed on Schedule I thereto (SMP, together with such affiliates being the "SMP Affiliates") and as the same has been or may hereafter be amended from time to time.
- D. General. Unless the context indicates otherwise, definitions in the Uniform Commercial Code (the "UCC") apply to words and phrases in this Agreement; if UCC definitions conflict, Article 9 definitions apply. Terms used and not defined herein and defined in the Loan Agreement shall have the meanings as therein defined.

**2. Security Interest.** For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Debtor assigns and pledges to the Bank (also referred to as the "Secured Party"), and hereby grants to the Bank a security interest and lien in all of the Debtor's right, title and interest in and to the Collateral (hereinafter defined) to secure the payment and the performance of the Secured Obligations (hereinafter defined).

3. Collateral. The security interest and lien described above are granted in respect of all of Debtor's right, title and interest in and to the following collateral (the "Collateral"):

A. All of the following (the "Company Collateral"):

(i) The Debtor's economic interest in Sony/ATV Music Publishing LLC, a Delaware limited liability company (the "Company"), which economic interest includes, without limitation, the right to receive distributions from the Company, but does not include any of Jackson's voting or consent rights or other non-economic rights or the right to be admitted as a Member (as defined in the Operating Agreement); and

(ii) The Debtor's right to exercise the put option set forth in Section 7.9 of the Operating Agreement to require the SMP Members (as defined in the Operating Agreement) to purchase the Debtor's Membership Interest (as defined in the Operating Agreement) in the Company (the "Put Option") and the Debtor's right to receive the entire purchase price of \$200,000,000 therefor, as set forth in Section 7.9 of the Operating Agreement.

B. The Operating Agreement, but only with respect to the rights conveyed in clause A. of this Section 3 (the "Agreement Collateral").

C. All of the following (the "Account Collateral"):

(i) all Deposit Accounts, including, without limitation, the interest bearing cash collateral account (the "Cash Collateral Account") opened by the Debtor with Bank of America, N.A. at its office at 767 Fifth Avenue, Floor 12A, New York, NY 10153, ABA No. 053000196, account number 000683095539, in the name of the Debtor but under the sole dominion and control of the Bank, as assignee of the Debtor (and any additional account thereto or substitute account therefor), and subject to the terms of this Agreement, all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such Deposit Accounts; and

(ii) all Securities Accounts, including, without limitation, the investment account (the "Investment Account") opened by the Debtor with Bank of America, N.A. at its office at 767 Fifth Avenue, Floor 12A, New York, NY 10153, Account No. 41-01-100-0356519, in the name of the Debtor but under the sole dominion and control of the Bank, as assignee of the Debtor (and any additional account thereto or substitute account therefor), and subject to the terms of this Agreement, all funds and Collateral Investments (as hereinafter defined) held therein and all certificates and instruments, if any, from time to time representing or evidencing such Securities Accounts; and

(iii) all Collateral Investments (as hereinafter defined) from time to time and all certificates and instruments, if any, from time to time representing or evidencing the Collateral Investments; and

(iv) all notes, certificates of deposit, deposit accounts, checks, chattel paper and other instruments from time to time hereafter delivered to or otherwise possessed by the Bank for

or on behalf of the Debtor in substitution for or in addition to any or all of the then existing Account Collateral; and

(v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral.

D. All rights of the Debtor in and to any Hedge Agreement.

E. All proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described in clauses A - D of this Section 3) and, to the extent not otherwise included, all (i) payments to the Debtor under insurance with respect to the foregoing Collateral (whether or not the Bank is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and (ii) cash proceeds.

4. **Delivery of Company Collateral.** To further evidence the Secured Party's rights in the Collateral, but without in any way increasing the scope of those rights (other than by the perfection thereof) or taking any interest other than that described in Section 3, the Debtor agrees as follows:

A. All instruments and certificates, if any, representing or evidencing the Company Collateral shall be delivered to and held by or on behalf of the Secured Party and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank and undated, all in form and substance reasonably satisfactory to the Secured Party.

B. If the Debtor shall acquire (by purchase or otherwise) any additional certificates or instruments representing or evidencing the Company Collateral at any time or from time to time on or after the date hereof, the Debtor will forthwith deposit such certificates or instruments with the Secured Party and deliver to the Secured Party, and the Secured Party shall accept under this Security Agreement, certificates or instruments therefor, duly endorsed in blank by the Pledgor or such other instruments of transfer as are reasonably acceptable to the Secured Party, and promptly thereafter deliver to the Secured Party a certificate executed by the Manager (as defined in the Operating Agreement) of the Company describing such certificates or instruments and certifying that the same have been duly delivered to the Secured Party.

5. **Description of Secured Obligations.** The following obligations ("Secured Obligations") are secured by this Agreement: all Obligations of the Debtor to the Bank under the Loan Documents, and all present and future debts, obligations and liabilities of the Debtor to the Bank under any other agreement identified as a Secured Obligation hereunder, now or hereafter existing, whether for principal, interest, fees, expenses or otherwise arising directly or indirectly between the Debtor and the Bank whether absolute or contingent, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, and all renewals, extensions or rearrangement of any of the above. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Debtor to the Bank but for the fact that they are unenforceable or not allowed due to the existence of a bankruptcy, reorganization or similar proceeding involving the Debtor.

6. **Debtor Remains Liable.** Anything herein to the contrary notwithstanding, (a) the Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Bank of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral and (c) the Bank shall have no obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Bank be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

7. **Maintaining the Accounts.** So long as any Secured Obligation remains unsatisfied:

A. The Debtor will maintain the Cash Collateral Account and the Investment Account with the Bank.

B. It shall be a term and condition of each of the Cash Collateral Account and the Investment Account and any Designated Account (as defined below), notwithstanding any other term or condition to the contrary in any other agreement relating to the Cash Collateral Account or the Investment Account or any Designated Account and except as otherwise provided by the provisions of Section 9 and Section 13, that no amount (including interest on Collateral Investments) shall be paid or released to or for the account of the Debtor or any other person from the Cash Collateral Account or the Investment Account or any Designated Account.

Each of the Cash Collateral Account and the Investment Account shall be subject to such applicable laws, and such applicable regulations of the Board of Governors of the Federal Reserve System and of any other appropriate banking or governmental authority, as may now or hereafter be in effect.

8. **Investing Amounts in the Cash Collateral Account.** If requested by the Debtor, the Bank or one of its affiliates will, subject to the provisions of Section 9 and Section 13, from time to time (a) invest amounts on deposit in the Cash Collateral Account in such Cash Equivalents to be held in the Investment Account (or such other account as the Bank and the Debtor may agree, a "Designated Account") in the name of the Bank as the Debtor may select and the Bank may reasonably approve and (b) invest interest paid on the Cash Equivalents referred to in clause (a) above, and reinvest other proceeds of any such Cash Equivalents that may mature or be sold, in each case in such Cash Equivalents to be held in the Investment Account (or such Designated Account) in the name of the Bank as the Debtor may select and the Bank may reasonably approve (the Cash Equivalents referred to in clauses (a) and (b) above being collectively "Collateral Investments"). Interest and proceeds that are not invested or reinvested in Collateral Investments as provided above shall be deposited and held in the Cash Collateral Account. "Cash Equivalents" means any of the following, to the extent owned free and clear of all liens and having a maturity of not greater than one year from the date of acquisition thereof: (a) readily marketable direct obligations of the United States or any agency or instrumentality thereof or obligations unconditionally guaranteed by the full faith and credit of the United States, (b) certificates of deposit or time deposits (including Euro time deposits) with any commercial bank that (i) issues (or the parent of which issues) commercial paper rated as described in clause (c), (ii) is organized under the laws of the United States or any State thereof and (iii) has combined capital and surplus of at least \$1 billion, (c) commercial paper in an aggregate amount of no more than \$1,000,000 per issuer outstanding at any time, issued by any corporation organized under the laws of any State of the United States and rated at least "Prime-1" (or the then equivalent grade) by Moody's Investors Services, Inc. or "A-1" (or the then equivalent grade) by

Standard & Poor's, a division of the McGraw-Hill Companies, (d) repurchase agreements with respect to securities described in clause (a) above entered into with an office of a bank or trust company meeting the criteria specified in clause (b) above or (e) shares or units of any mutual fund the investments of which are limited to investments meeting the criteria specified in clauses (a), (b), (c) or (d) above.

9. **Debits; Release of Amounts.** The Debtor hereby authorizes the Bank (or any assignee thereof), from time to time and in each case in the sole discretion of the Bank, (i) to debit the Cash Collateral Account (A) in an amount equal to the amount then due and payable to the Bank pursuant to the terms of the Loan Documents, (B) to release funds to the Debtor or to its order and at the request of the Debtor or (C) to fund the Investment Account or a Designated Account in accordance with Section 8 and (ii) to debit the Investment Account or a Designated Account to fund the Cash Collateral Account.

10. **Debtor's Warranties.** The Debtor hereby represents and warrants to the Bank as follows:

A. **Financing Statements.** No financing statement covering the Collateral is or will be on file in any public office, except the financing statements relating to the security interest granted hereunder, and no other security interest has attached or been perfected in the Collateral or any part thereof.

B. **Ownership.** The Debtor is the legal and beneficial owner of the Collateral free from any setoff, claim, restriction, lien, security interest or encumbrance except the liens described in Section 10.A above, liens for taxes not yet due and the rights of the SMP Affiliates under the Operating Agreement (collectively, the "Permitted Liens"). No action or proceeding is pending that would, if adversely determined, have a material adverse effect on the value of the Collateral.

D. **Claims on Collateral.** As of the date hereof, the Company does not have, and as of the date of the making of the Loan, will not have, any right to setoffs, counterclaims or adjustments, or defenses, in connection with the Collateral, except as set forth in the Operating Agreement.

E. **Power and Authority.** The Debtor has full power and authority to enter into this Agreement, and except for the Company Consent and the Sony Consent, the filing of financing statements under the UCC with the Secretary of State of the State of Delaware and the execution of a control agreement with any bank or securities intermediary that is not the Bank with respect to any Deposit Account or Securities Account, no consent of any other person or entity and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (i) for the grant by the Debtor of the pledge, assignment and security interest granted hereby or for the execution, delivery or performance of this Agreement by the Debtor, (ii) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including the first priority nature of such assignment and security interest) or (iii) for the exercise by the Bank of the remedies in respect of the Collateral pursuant to this Agreement except as set forth in Section 13.F below.

11. **Debtor's Covenants.** Until full payment and performance of all of the Secured Obligations, unless the Bank otherwise consents in writing:

A. **Obligations under this Agreement.** The Debtor shall perform all of its agreements herein.

B. Ownership and Maintenance of Collateral. The Debtor shall defend the Collateral against all claims and demands of all persons at any time claiming any interest therein adverse to the Bank. The Debtor shall keep the Collateral free from all liens and security interests other than Permitted Liens.

C. As to the Debtor.

(i) The Debtor shall at its expense:

(a) perform and observe any term or provision of the Operating Agreement to be performed or observed by it and enforce the provisions of the Operating Agreement relating to the Company Collateral in accordance with its terms.

(b) furnish to the Bank promptly upon receipt thereof copies of (i) all financial statements received by it under or pursuant to the Operating Agreement and (ii) all notices and other documents received by it under or pursuant to the Operating Agreement which relate to matters which are reasonably likely to have an adverse effect on its economic interest in the Company.

(c) furnish to the Bank prompt notice if the Debtor or any of its affiliates or advisors becomes aware that the Debtor has received any "Guaranteed Advance" or "Excess Guaranteed Advance" (as each such term is defined in the Operating Agreement) under the Operating Agreement, which notice shall specify the amount of any such Guaranteed Advance or Excess Guaranteed Advance.

(ii) The Debtor shall not:

(a) cancel or terminate the Operating Agreement or consent to or accept any cancellation or termination thereof; or

(b) amend or otherwise modify the Operating Agreement or give any consent, waiver or approval thereunder that would (i) reduce the amount or delay the payment of (A) any distributions to be made to the Debtor under Section 5.3(a)(1)(i) or 5.3(b) of the Operating Agreement, or (B) any other Collateral but only from and after the time for payment thereof shall have been fixed pursuant to the Operating Agreement, or any enforcement thereof or settlement thereunder, or (ii) adversely affect the Bank's right to exercise the Put Option under Section 13.G below and Section 7.9 of the Operating Agreement or reduce or delay the payment of the purchase price of \$200,000,000 thereunder. Nothing in this paragraph shall be deemed to restrict Jackson's right to approve Major Decisions (as defined in the Operating Agreement), other than amendments to or acts in contravention of the Operating Agreement pursuant to sections (e) and (f) of paragraph 2.7.3 of the Operating Agreement in violation of clause (ii) of the previous sentence, in accordance with his good faith business judgment or the Manager's (as defined in the Operating Agreement) authority to manage the Company in accordance with the terms of the Operating Agreement.

(c) waive any default or breach of the Operating Agreement if such waiver would (i) reduce the amount or delay the payment of (A) any distributions to be made to

Debtor under Section 5.3(a)(1)(i) or 5.3(b) of the Operating Agreement, or (B) any other Collateral but only from and after the time that the amount and time for payment thereof shall have been fixed pursuant to the Operating Agreement, or any enforcement thereof or settlement thereunder, or (ii) adversely affect the Bank's right to exercise the Put Option under Section 13.G below and Section 7.9 of the Operating Agreement or reduce or delay the payment of the purchase price thereunder. Nothing in this paragraph shall be deemed to restrict Jackson's right to approve Major Decisions (as defined in the Operating Agreement), other than amendments to or acts in contravention of the Operating Agreement pursuant to sections (e) and (f) of paragraph 2.7.3 of the Operating Agreement in violation of clause (ii) of the previous sentence, in accordance with his good faith business judgment or the Manager's (as defined in the Operating Agreement) authority to manage the Company in accordance with the terms of the Operating Agreement.

D. Information and Inspection. The Debtor shall (i) allow the Bank or its representatives to inspect and copy, or furnish the Bank or its representatives with copies of, all records in the Debtor's possession relating to the Collateral and the Secured Obligations and (ii) promptly furnish the Bank or its representatives such information as the Bank may reasonably request to identify Collateral, at the time and in the form reasonably requested by the Bank.

E. Additional Documents. The Debtor will, from time to time and at the expense of the Debtor, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that the Bank may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any Collateral. The Debtor hereby authorizes the Bank to file financing statements and amendments thereto listing the Debtor and describing the Collateral. Without limiting the generality of the foregoing, the Debtor will: (i) if any Collateral shall be evidenced by a promissory note or other instrument, deliver and pledge to the Bank such note or instrument duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance reasonably satisfactory to the Bank; and (ii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary, or as the Bank may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

F. Payments Under the Operating Agreement.

(i) The Debtor agrees, and has effectively so instructed each other party to the Operating Agreement, that certain payments previously agreed with the Bank due or to become due to it under or in connection with the Operating Agreement shall be made directly to the Cash Collateral Account.

(ii) Except as set forth in Section 13, all moneys received or collected pursuant to paragraph (i) above shall be applied as set forth in Section 9.

G. Records of Collateral. The Debtor at all times shall maintain accurate books and records covering the Collateral. The Debtor immediately will mark all books and records with an entry showing the absolute assignment of all Collateral to the Bank and the Bank is hereby given the right to audit the



books and records of the Debtor relating to Collateral at any time and from time to time during normal business hours at the place where such books and records are maintained and only upon reasonable prior notice. The amounts shown as owed to the Debtor on the Debtor's books and on any assignment schedule will be the undisputed amounts owing and unpaid.

H. Disposition of Collateral. The Debtor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral or (ii) create or permit to exist any lien, security interest, option or other charge or encumbrance upon or with respect to any of the Collateral, except for the security interest granted under this Agreement, other than simultaneously with the payment or prepayment of the Secured Obligations in full.

I. Change of Name/Status and Notice of Changes. The Debtor shall keep its chief place of business and the office at which its books and records are kept at the location therefor specified above or, upon 30 days' prior written notice to the Bank, at any other locations in a jurisdiction where all actions required by Section 11.B shall have been taken. The Debtor will not change its legal name, jurisdiction of organization or type of entity.

J. Power of Attorney. The Debtor appoints the Bank and any officer thereof as the Debtor's attorney-in-fact with full power in the Debtor's name and behalf to do every act which the Debtor is obligated to do or may be required to do hereunder and which the Debtor has not performed when reasonably required hereby, including, without limitation, to (i) execute and deliver such instruments of transfer, certificates or other documents and take such actions necessary to exercise in accordance with Section 13.G below the Put Option pursuant to Section 7.9 of the Operating Agreement, (ii) obtain all required regulatory and governmental approvals and (iii) consummate the sale of and transfer title to, the Debtor's Membership Interest in connection therewith; provided, however, that nothing in this paragraph shall be construed to obligate the Bank to take any action hereunder nor shall the Bank be liable to the Debtor for failure to take any action hereunder. This appointment shall be deemed a power coupled with an interest and shall not be terminable as long as the Secured Obligations are outstanding and shall not terminate on the termination or liquidation of the Debtor. If the Bank performs or causes the performance of any agreement of the Debtor hereunder, the expenses of the Bank incurred in connection therewith shall be payable by the Debtor and copies of all documents executed by the Bank pursuant hereto shall be provided to the Debtor by the Bank.

K. Value of Company Interest. The Debtor shall not, without the consent of the Bank, permit 50% (or such other percentage as represents the Debtor's economic interest in the Company) of (A) the product of 10 times Net Publisher's Share (defined below) of musical compositions of the Company, less (B) any indebtedness (for borrowed money, reimbursement obligations under any letter of credit agreement, deferred payment for the purchase of assets, capitalized lease payments, or as surety or guarantor for the debt of another) of the Company, to be less than the greater of \$150,000,000 and the amount of the Secured Obligations. For the purposes of this Section 11.K only, "Net Publisher's Share" shall mean the gross revenues collected from all musical compositions owned, controlled and/or administered by the Company, less the songwriter's and any co-publisher's share thereof.

12. Rights and Powers of the Bank. The Bank, before or after default, without liability to the Debtor may: obtain from any person information regarding the Debtor or the Debtor's business (with respect to the Company, information only relating to the Collateral), which information any such person also may furnish without liability to the Debtor; endorse as the Debtor's agent any instruments, documents or chattel

paper in Collateral, if any, or representing proceeds of Collateral; contact account debtors directly solely to verify information furnished by the Debtor (with respect to the Company; information only relating to the Collateral); take control of proceeds; release Collateral in its possession to the Debtor, temporarily or otherwise; require additional Collateral; reject as unsatisfactory any property hereafter offered by the Debtor as Collateral; set standards from time to time to govern what may be used as after acquired Collateral; and take control of funds generated by the Collateral, such as cash dividends, interest and proceeds or refunds from insurance, and use same to reduce any part of the Secured Obligations and exercise all other rights which an owner of such Collateral may exercise, except the right to vote or dispose of Collateral before an Event of Default and subject to the other relevant provisions hereof, including without limitation, Sections 3.A(i) and 13.F. The Bank shall not be liable for failure to collect any account or instruments, or for any act or omission on the part of the Bank, its officers, agents or employees, except for its or their own willful misconduct or gross negligence. The foregoing rights and powers of the Bank will be in addition to, and not a limitation upon, any rights and powers of the Bank given by law.

13. Remedies. If any Event of Default shall have occurred and be continuing:

A. The Bank may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC in effect in the State of New York at that time (the "Code") (whether or not the Code applies to the affected Collateral), and also may (i) require the Debtor to, and the Debtor hereby agrees that it will at its expense and upon request of the Bank forthwith, assemble all or part of the documents evidencing the Collateral as directed by the Bank and make it available to the Bank at a place to be designated by the Bank which is reasonably convenient to the parties and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Bank's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Bank may deem commercially reasonable, subject to all existing rights of third parties. The Debtor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Bank shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

B. Any cash held by the Bank as Collateral and all cash proceeds received by the Bank in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Bank, be held by the Bank as collateral for, and/or then or at any time thereafter be applied (after payment of any amounts payable to the Bank pursuant to Section 14) in whole or in part by the Bank against, all or any part of the Secured Obligations in such order as the Bank shall elect. Any surplus of such cash or cash proceeds held by the Bank and remaining after payment in full of all the Secured Obligations shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus.

C. The Bank may exercise any and all rights and remedies of the Debtor under or in connection with the Operating Agreement or otherwise in respect of the Collateral, including, without limitation, any and all rights of the Debtor to demand or otherwise require payment of any amount under,

or performance of any provision of, the Operating Agreement, but limited in all respects to the rights of the Bank in the Collateral conveyed hereby.

D. All payments hereafter received by the Debtor under or in connection with the Operating Agreement or otherwise in respect of the Collateral shall be received in trust for the benefit of the Bank, shall be segregated from other funds of the Debtor and shall be forthwith paid over to the Bank in the same form as so received (with any necessary endorsement).

E. The Bank may, without notice to the Debtor except as required by law and at any time or from time to time, charge, set-off and otherwise apply all or any part of the Secured Obligations against the Cash Collateral Account or the Investment Account or any part of either thereof.

F. Notwithstanding the foregoing, unless and until the Bank shall exercise the Put Option pursuant to Section 13.G, the Bank's rights hereunder are subject to SMP's first right to purchase the Company Collateral after an Event of Default as follows:

Upon the commencement by the Bank to exercise any remedies pursuant to this Section 13, the Bank shall give SMP written notice thereof (addressed to Sony Music Entertainment Inc.'s General Counsel at 550 Madison Avenue, New York, NY 10022) and the Bank shall not sell the Company Collateral or any part thereof until the Bank and SMP have completed good faith negotiations regarding the sale of such Company Collateral to SMP as provided in this paragraph F. Following such notification, SMP and the Bank will enter into exclusive, good faith negotiations with one another for a period of sixty (60) days regarding the sale of the Company Collateral to SMP. The material terms and conditions, if any, last offered by SMP to the Bank during such 60 day negotiation period for the purchase by SMP of the Company Collateral are hereinafter referred to as the "Last Offer." If the Bank and SMP are unable to agree on the material terms and conditions for the sale of the Company Collateral to SMP within such 60 day negotiation period, the Bank shall have the right to enter into negotiations with third parties regarding the sale of the Company Collateral. Upon receipt by the Bank of an offer to purchase the Company Collateral which it desires to accept (a "Third Party Offer"), the Bank shall give SMP written notice of the material terms and conditions of the Third Party Offer (which notice shall include a copy of such offer) within five (5) business days after receipt by the Bank of such Third Party Offer. If the material terms and conditions of such Third Party Offer are more favorable, in the aggregate, to the Bank than the terms and conditions of the Last Offer, the Bank shall have the right to accept such Third Party Offer. If the material terms and conditions of such Third Party Offer are not more favorable, in the aggregate, to the Bank than the terms and conditions of the Last Offer, SMP shall have the right to purchase the Company Collateral on the terms of the Third Party Offer; provided, however, that SMP shall give the Bank written notice of its intention to consummate the purchase of the Company Collateral on the terms of the Third Party Offer within ten (10) business days after receipt by SMP of such Third Party Offer and, if such notice is not timely given, the Bank shall have the right to accept such Third Party Offer.

G. If the Debtor shall fail to pay the outstanding principal amount of the Loan at maturity, together with all interest and fees then due, the Bank shall have the right, at any time from and after December 21, 2005 and on or prior to February 28, 2006 (the "Exercise Period"), to exercise the Put Option pursuant to the terms of Section 7.9 of the Operating Agreement, subject to and in accordance with the terms thereof, and by doing so cause the Debtor to sell and deliver to the SMP Affiliates its Membership Interest in accordance with Section 7.9 of the Operating Agreement and the Bank shall receive the entire

Put Price (as defined in the Operating Agreement). If the Bank exercises the Put Option, the Debtor will promptly execute and deliver all instruments and documents, and take all further actions, that may be necessary, or that the Bank or the SMP Affiliates may reasonably request, in order to consummate the sale of the Debtor's Membership Interest to the SMP Affiliates, and if the consummation of such sale is postponed for such period of time as shall be necessary to obtain all material required governmental and regulatory approvals as contemplated by Section 7.9 of the Operating Agreement, the Debtor shall use its reasonable best efforts to conclude the closing as expeditiously as possible.

#### 14. Indemnity and Expenses.

A. Indemnity. The Debtor agrees to indemnify the Bank from and against any and all claims, losses and liabilities (including reasonable outside attorneys' fees) growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Bank's gross negligence or willful misconduct.

B. Expenses. The Debtor will upon demand pay to the Bank the amount of any and all reasonable expenses, including the reasonable fees and expenses of its outside counsel and of any experts and agents, which the Bank may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Bank hereunder or (iv) the failure by the Debtor to perform or observe any of the provisions hereof.

#### 15. General.

A. Parties Bound. The Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Bank of any of the Secured Obligations or the Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the Secured Obligations or Collateral not so assigned or transferred. All representations, warranties and agreements of the Debtor shall be binding upon the successors and assigns of the Debtor.

B. Waiver. No delay of the Bank in exercising any power or right shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right. No waiver by the Bank of any right hereunder or of any default by the Debtor shall be binding upon the Bank unless in writing, and no failure by the Bank to exercise any power or right hereunder or waiver of any default by the Debtor shall operate as a waiver of any other or further exercise of such right or power or of any further default. Each right, power and remedy of the Bank as provided for herein or in any of the Loan Documents, or which shall now or hereafter exist at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or beginning of the exercise by the Bank of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Bank of any or all other such rights, powers or remedies.

C. Agreement Continuing. This Agreement shall constitute a continuing agreement and shall remain in full force and effect until the payment in full in cash of all Secured Obligations, upon which the Bank shall promptly execute and deliver instruments and documents, and take such other action, as may be reasonably necessary to evidence the termination of this Agreement. Provisions of this Agreement,

unless by their terms exclusive, shall be in addition to other agreements between the parties. Time is of the essence of this Agreement.

D. Notices. Notice shall be deemed reasonable if mailed postage prepaid at least five (5) days before the related action (or if the UCC elsewhere specifies a longer period, such longer period) to the address of the Bank or the Debtor given above, or to such other address as any party may designate by written notice to the other party. A copy of each notice to the Debtor shall be sent to each of the addresses set forth in Section 9 of the Loan Agreement. Each notice, request and demand shall be deemed given or made, if sent by mail, upon the earlier of the date of receipt or five (5) days after deposit in the U.S. Mail, first class postage prepaid, or if sent by any other means, upon delivery.

E. Amendments. No provision hereof shall be amended, modified or limited except by a written agreement expressly referring hereto and to the provisions so amended, modified or limited and signed by the Debtor and the Bank; provided, that Sections 13.F and 13.G of this Agreement shall not be amended, modified or limited without the written consent of the SMP Affiliates. The provisions of this Agreement shall not be amended, modified or limited by course of conduct or usage of trade.

F. Applicable Law and Partial Invalidity. This Agreement has been delivered in the State of New York and shall be construed in accordance with the laws of that State. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. The invalidity or unenforceability of any provision of any Loan Document to any person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

G. Financing Statement. To the extent permitted by applicable law, a carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered to be an original and all of which taken together shall constitute one and the same instrument.

I. WAIVER OF JURY TRIAL. EACH OF THE BANK AND THE DEBTOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE), WHETHER AT LAW OR EQUITY, BROUGHT BY ANY PARTY AGAINST ANY OTHER ON MATTERS ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY TRANSACTION CONTEMPLATED BY, OR ANY ACTION OR INACTION BY ANY PARTY UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS.

J. NOTICE OF FINAL AGREEMENT. THIS WRITTEN SECURITY AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR,

CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

K. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to conflict of laws provisions.

16. ARBITRATION. ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES HERETO INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED INSTRUMENTS, AGREEMENTS OR DOCUMENTS, INCLUDING ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL BE DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (OR IF NOT APPLICABLE, THE APPLICABLE STATE LAW), THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF J.A.M.S./ENDISPUTE OR ANY SUCCESSOR THEREOF ("J.A.M.S."), AND THE "SPECIAL RULES" SET FORTH BELOW. IN THE EVENT OF ANY INCONSISTENCY, THE SPECIAL RULES SHALL CONTROL. JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY PARTY TO THIS AGREEMENT MAY BRING AN ACTION, INCLUDING A SUMMARY OR EXPEDITED PROCEEDING, TO COMPEL ARBITRATION OF ANY CONTROVERSY OR CLAIM TO WHICH THIS AGREEMENT APPLIES IN ANY COURT HAVING JURISDICTION OVER SUCH ACTION.

A. SPECIAL RULES. THE ARBITRATION SHALL BE CONDUCTED IN NEW YORK COUNTY AND ADMINISTERED BY J.A.M.S. WHO WILL APPOINT AN ARBITRATOR; IF J.A.M.S. IS UNABLE OR LEGALLY PRECLUDED FROM ADMINISTERING THE ARBITRATION, THEN THE AMERICAN ARBITRATION ASSOCIATION WILL SERVE. ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN 90 DAYS OF THE DEMAND FOR ARBITRATION; FURTHER, THE ARBITRATOR SHALL ONLY, UPON A SHOWING OF CAUSE, BE PERMITTED TO EXTEND THE COMMENCEMENT OF SUCH HEARING FOR UP TO AN ADDITIONAL 60 DAYS.

B. RESERVATION OF RIGHTS. NOTHING IN THIS ARBITRATION PROVISION SHALL BE DEEMED TO (I) LIMIT THE APPLICABILITY OF ANY OTHERWISE APPLICABLE STATUTES OF LIMITATION OR REPOSE AND ANY WAIVERS CONTAINED IN THIS AGREEMENT; OR (II) BE A WAIVER BY THE BANK OF THE PROTECTION AFFORDED TO IT BY 12 U.S.C. § 91 OR ANY SUBSTANTIALLY EQUIVALENT STATE LAW; OR (III) LIMIT THE RIGHT OF THE BANK (A) TO EXERCISE SELF HELP REMEDIES SUCH AS (BUT NOT LIMITED TO) SETOFF, OR (B) TO FORECLOSE AGAINST ANY REAL OR PERSONAL PROPERTY COLLATERAL, OR (C) TO OBTAIN FROM A COURT PROVISIONAL OR ANCILLARY REMEDIES SUCH AS (BUT NOT LIMITED TO) INJUNCTIVE RELIEF, WRIT OF POSSESSION OR THE APPOINTMENT OF A RECEIVER. THE BANK MAY EXERCISE SUCH SELF HELP RIGHTS, FORECLOSURE UPON SUCH PROPERTY, OR OBTAIN SUCH PROVISIONAL OR ANCILLARY REMEDIES BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING BROUGHT PURSUANT TO THIS AGREEMENT. NEITHER THIS EXERCISE OF SELF HELP REMEDIES NOR THE INSTITUTION OR MAINTENANCE OF AN ACTION FOR FORECLOSURE OR PROVISIONAL OR ANCILLARY REMEDIES SHALL CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE CLAIMANT IN ANY SUCH ACTION.

TO ARBITRATE THE MERITS OF THE CONTROVERSY OR CLAIM OCCASIONING RESORT TO SUCH REMEDIES.

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IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Security Agreement to be duly executed under seal by their duly authorized representatives as of the date first above written.

**BANK/SECURED PARTY:**

**BANK OF AMERICA, N.A.**

By: Jane R. Heller  
Name: Jane R. Heller  
Title: Senior Vice President

**DEBTOR/PLEDGOR:**

**MJ-ATV PUBLISHING TRUST**

By: \_\_\_\_\_  
Name: John Branca  
Title: Manager

By: \_\_\_\_\_  
Name: Barry Siegel  
Title: Manager



IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Security Agreement to be duly executed under seal by their duly authorized representatives as of the date first above written.

**BANK/SECURED PARTY:**

**DEBTOR/PLEDGOR:**

**BANK OF AMERICA, N.A.**

**MJ-ATV PUBLISHING TRUST**

By: \_\_\_\_\_

Name: Jane R. Heller  
Title: Senior Vice President

By: \_\_\_\_\_

Name: John Branca  
Title: Manager

By: \_\_\_\_\_

Name: Barry Siegel  
Title: Manager