



THE COMPANIES ACTS 1948 TO 1981

Particulars of a mortgage or charge

47

Pursuant to section 95 of the Companies Act 1948

Please do not
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binding marginPlease complete
legibly, prefer-
ably in black
type, or bold
block lettering* delete if
inappropriate

For official use

Company number

M 8 0

911474

Name of company

CASTLE COMMUNICATIONS LIMITED

Limited *

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

DEBENTURE DATED 19 MARCH 1984

Amount due or owing on the mortgage or charge

All monies due or to become due from the Company to the Bank.

Names, addresses and descriptions of the mortgagees or persons entitled to the charge

THE HONGKONG ^{AND} SHANGHAI BANKING CORPORATION

99 Bishopsgate

LONDON EC2P 2LA

Presentor's name, address and
reference (if any):For official use
Mortgage section

Post room

REGISTERED
21 MAR 1984

Time critical reference

3101

22/3

Short particulars of all the property mortgaged or charged

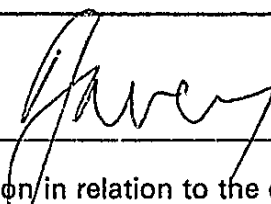
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type or bold
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First charge over present and future fixed assets, including any book debts uncalled Capital and goodwill and a first floating charge over all other assets.

Inc. L/H + F/H properties.
inc all fixed, + moveable plant machinery fixtures fittings
unplanting materials all stocks shares & other securities.

Particulars as to commission, allowance or discount (note 3)

Signed  Date 19/3/84
Designation of position in relation to the company FACILITY CONTROL OFFICER

Notes

- 1 The original instrument creating the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Section 95 (1)). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the copy instrument could in due course of post, and if posted with due diligence, have been received in the United Kingdom (section 95 (3)). A certified copy of the instrument creating the charge will only be accepted where the property charged and the charge so created are both outside the United Kingdom (section 95 (3)) and in such cases the copy must be verified or certified to be a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company.
- 2 A description of the instrument, eg, "Trust Deed", "Debenture", "Mortgage" or "legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

M 80



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the 19th March 1984
and created by CASTLE COMMUNICATIONS LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to The Hongkong and Shanghai
Banking Corporation

on any account whatsoever

was registered pursuant to section 95 of the Companies Act, 1948, on the
21st March 1984

Given under my hand at the Companies Registration Office, Cardiff the
28 MAR 1984

No. 911474

H. D. Gregory

H. D. GREGORY
an authorised officer

Certificate and instrument received by

..... *Post*

.....
Date *29.3.84*

C.69a

dy

Particulars of a charge

395

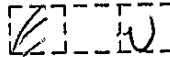
Pursuant to section 395 of the Companies Act 1985

M88 / 18 SEP / LN

To the Registrar of Companies

For official use

Company number



911474

Name of company

CASTLE COMMUNICATIONS PLC

limited

Date of creation of the charge

8th September 1986

Description of the instrument (if any) creating or evidencing the charge

DEBENTURE

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

Names and addresses of the mortgagees or persons entitled to the charge

BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON, EC3P 3AH

Short particulars of all the property mortgaged or charged

SEE OVERLEAF

Presentor's name, address and
reference (if any):

COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON, EC3P 3AH

For official use
Mortgage section

REGISTERED

18 SEP 86

Post room



Time critical reference

Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
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Please complete
legibly, preferably
in black type, or
bold block lettering

- (a) by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H.M. Land Registry together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at H.M. Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- (d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company (during the continuance of this security the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank);
- (e) by way of a first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or *pari passu* with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

Particulars as to commission, allowance or discount

FOR BARCLAYS BANK PLC

Signed

Date 16 SEP 1988

Designation of position in relation to the company: MANAGER,
COMPANY AND CREDIT INFORMATION SERVICES



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 8th September 1986
and created by CASTLE COMMUNICATIONS PLC

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Barclays Bank PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 18th September 1986

Given under my hand at the Companies Registration Office,
Cardiff the 25 SEP 1986

No. 911474


G. JENKINS

Certificate and instrument received by

..... LC

Date

..... 25/9/86

an authorised officer

C.69a

M

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this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

COMPANIES FORM No. 395 Particulars of a charge

395

Pursuant to section 395 of the Companies Act 1985

M113

To the Registrar of Companies



For official use

Company number

XXXXXX

911474

Name of company

CASTLE COMMUNICATIONS PLC

xxlimited

Date of creation of the charge

15th August 1988

Description of the instrument (if any) creating or evidencing the charge

Legal Charge

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

Short particulars of all the property mortgaged or charged

Units 15 & 16 Northfields Prospect
Putney Bridge Road
London Borough of Wandsworth

Title No SGL463392 (part)

Names and addresses of the mortgagees or persons entitled to the charge

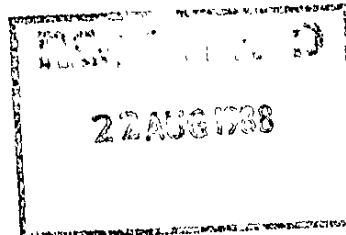
BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AH

Presentor's name, address and
reference (if any):

22/7
22/8
COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AH

For official use

Mortgage section



Post room



Time critical reference

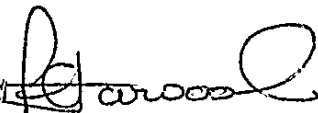
Particulars as to commission, allowance or discount

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in black type or
bold block lettering

FOR BARCLAYS BANK PLC

Signed 

Date

19th AUG 1988

Designation of position in relation to the company: ^{MANAGER} COMPANY AND CREDIT INFORMATION SERVICES



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 15th August 1988
and created by CASTLE COMMUNICATIONS PLC

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to Barclays Bank PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 22nd August 1988

Given under my hand at the Companies Registration Office,
Cardiff the 25 AUG 1988

No. 911474


M. A. SMITH

Certificate and instrument received by

an authorised officer

.....
.....
Date 4/c 7/9/88

C.69a

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Please complete
legibly, preferably
in black type, or
bold block lettering

COMPANIES FORM No. 395 Particulars of a charge

395

Pursuant to section 395 of the Companies Act 1985

C/A 1800458

1287339

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2241273

M287 ✓

To the Registrar of Companies

For official use

Company number

For official use

911474

Name of company

CASTLE COMMUNICATIONS PLC

XWinked

Date of creation of the charge

3RD NOVEMBER 1988

Description of the instrument (if any) creating or evidencing the charge

GUARANTEE & DEBENTURE

BY THE COMPANY AND
KNIGHT RECORDS LIMITED
MASTERPIECE MUSIC PRODUCTIONS LIMITED
PREMIER RELEASING LIMITED
TARGET INTERNATIONAL PICTURES LIMITED

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company and or all or any of the Companies listed above to the Bank upon any account and in any manner whatsoever.

Presenter's name, address and
reference (if any):

COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
64 LOMBARD STREET
LONDON EC3P 3AH

For official use

Mortgage section

Post room

REGISTERED

15 NOV 1988



Time critical reference

Short particulars of all the property mortgaged or charged (continued)

- (a) by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H.M. Land Registry together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at H.M. Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- (d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company (during the continuance of this security the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank);
- (e) by way of a first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or *pari passu* with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

Names and addresses of the mortgagees or persons entitled to the charge

BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AH

Particulars as to commission, allowance or discount

FOR BARCLAYS BANK PLC

Signed



Date

11 NOV 1988

Designation of position in relation to the company: MANAGER COMPANY AND CREDIT INFORMATION SERVICES

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COMPANIES FORM No. 395

Particulars of a charge

395

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Pursuant to section 395 of the Companies Act 1985

x 6 others

M308 ✓

To the Registrar of Companies

For official use

Company number

☐ ☒ ☐

911474

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

CASTLE COMMUNICATIONS PLC

XXXXXXXX

Date of creation of the charge

22nd DECEMBER, 1988

Description of the instrument (if any) creating or evidencing the charge

GUARANTEE & DEBENTURE

by the Company and

KNIGHT RECORDS LIMITED
MASTERPIECE MUSIC PRODUCTIONS LIMITED
PREMIER RELEASING LIMITED
TARGET INTERNATIONAL PICTURES LIMITED
CASTLE HOME VIDEO LIMITED
HENDRING LIMITED

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company and or all or any of the Companies listed above to the Bank upon any account and in any manner whatsoever.

Presentor's name, address and
reference (if any):

COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AH

For official use

Mortgage section

Post room

REGISTERED

11 JAN 1989



Time critical reference

Short particulars of all the property mortgaged or charged (continued)

- (a) by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H.M. Land Registry together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at H.M. Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- (d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company (during the continuance of this security the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank);
- (e) by way of a first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or *pari passu* with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

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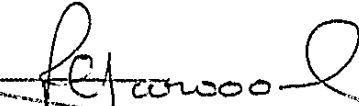
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Names and addresses of the mortgagees or persons entitled to the charge

BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AH

Particulars as to commission, allowance or discount

FOR BARCLAYS BANK PLC

Signed 

Date

9 JAN 1989

Designation of position in relation to the company: MANAGER
COMPANY AND CREDIT INFORMATION SERVICES



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 22nd December 1988
and created by CASTLE COMMUNICATIONS PLC

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company and/or all or any of the other
companies named therein to Barclays Bank PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 11th January 1989

Given under my hand at the Companies Registration Office,
Cardiff the 18 JAN 1989

No. 911474

Certificate and instrument received by

.....

.....

Date 19.11.89

P. Jones

P. JONES

an authorised officer

M

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Please complete
legibly, preferably
in black type, or
bold block lettering

COMPANIES FORM No. 395

Particulars of a charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

☒ ☐ ☐ ☐

911474

Name of company

CASTLE COMMUNICATIONS PLC

Date of creation of the charge

11TH AUGUST 1989

Description of the instrument (if any) creating or evidencing the charge

LEGAL CHARGE

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

Short particulars of all the property mortgaged or charged

UNIT 8
NORTHFIELDS PROSPECT
PUTNEY BRIDGE ROAD
LONDON BOROUGH OF WANDSWORTH

TITLE NO TGL 5126

Names and addresses of the mortgagees or persons entitled to the charge

BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AH

Presentor's name, address and
reference (if any):

22/3
COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AH

For official use

Mortgage section

Post room

22 AUG 1989

23 AUG 1989

Time critical reference

Particulars as to commission, allowance or discount

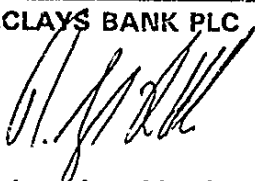
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Please complete
legibly, preferably
in black type or
bold block lettering

FOR BARCLAYS BANK PLC

Signed



Date

18 AUG 1989

Designation of position in relation to the company: **MANAGER**
COMPANY AND CREDIT INFORMATION SERVICES

FILE COPY



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

Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 11th AUGUST 1989
and created by CASTLE COMMUNICATIONS PLC

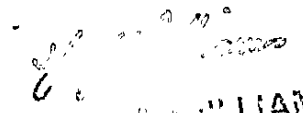
for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to BARCLAYS BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 22nd AUGUST 1989

Given under my hand at the Companies Registration Office,
Cardiff the 31st AUGUST 1989

No. 911474


M. M. WILLIAMS
an authorised officer

C.69a



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in black type, or
bold block lettering

COMPANIES FORM No. 395
Particulars of a charge

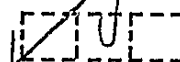
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



911474

Name of company

CASTLE COMMUNICATIONS PLC

XXXXXX

Date of creation of the charge

17th January 1990

Description of the instrument (if any) creating or evidencing the charge

Legal Charge

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

Short particulars of all the property mortgaged or charged

29 Barwell Business Park, Leatherhead Road, Chessington, London Borough of Kingston-upon-Thames

Names and addresses of the mortgagees or persons entitled to the charge

BARCLAYS BANK PLC

54 LOMBARD STREET
LONDON EC3P 3AH

Presenter's name, address and
reference (if any):

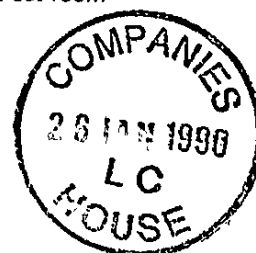
26/1
COMPANY AND CREDIT
INFORMATION SERVICES
BARCLAYS BANK PLC
54 LOMBARD STREET
LONDON EC3P 3AH

For official use
Mortgage section

REGISTERED

26 JAN 1990

Post room

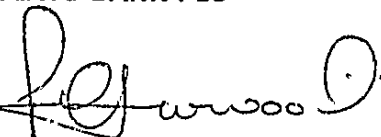


Time critical reference

Particulars as to commission, allowance or discount

[Redacted box]

FOR BARCLAYS BANK PLC

Signed 

Date 24 JAN 1990

Designation of position in relation to the company: ^{MANAGER} COMPANY AND CREDIT INFORMATION SERVICES

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Please complete
legibly, preferably
in black type or
bold block letters

FILE COPY



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

Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 17th JANUARY 1990
and created by CASTLE COMMUNICATIONS PLC

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to BARCLAYS BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 26th JANUARY 1990

Given under my hand at the Companies Registration Office,
Cardiff the 5th FEBRUARY 1990

No. 911474

L.C.

5/2

-D.P.W.

A handwritten signature in ink, appearing to read 'M. A. Smith'.

M. A. SMITH
an authorised officer

C.69a

M

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type or bold
block lettering

To the Registrar of Companies

For official use

Company number

* Insert full name
of company

Name of company

*CASTLE COMMUNICATIONS PUBLIC LIMITED
COMPANY

Date of creation of the charge

27 MAY 1991

Description of the instrument (if any) creating or evidencing the charge (note 2)

MORTGAGE DEBENTURE

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to Coutts & Co.

Names and addresses of the mortgagees or persons entitled to the charge

Coutts & Co.

Registered Office: 15, Lombard Street, London

Postcode

EC3V 9AU

Presenter's name, address and
reference (if any):
Coutts & Co.
Address: St. Martin's Office
440 Strand
London WC2R 0QS

Presenter's reference
and/or telephone number
LO1534-071-757-1000

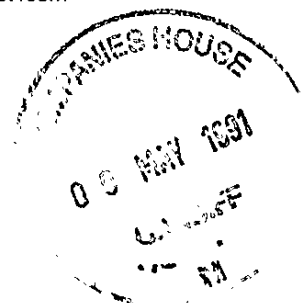
Time critical reference

For official use
Mortgage section

Post room

REGISTERED

- 9 MAY 1991



Short particulars of all the property mortgaged or charged

- (a) A specific equitable charge over the company's estate or interest in all freehold or leasehold properties for the time being belonging to or charged to the Company other than the property hereinafter described and the proceeds of sale thereof.
- (b) A specific charge over all stocks shares or other securities in any subsidiary companies for the time being.
- (c) A specific charge over all Book and other Debts for the time being but so that the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of such debts and shall not without the prior consent in writing of the Bank sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon so to do by the Bank from time to time execute legal assignments of such book debts and other debts to the Bank.
- (d) A specific charge over its goodwill and the benefit of any licences.
- (e) A floating charge over the undertaking and all the other property and assets present and future but so that the Company shall not without the Bank's consent create any mortgage or charge ranking in priority to or pari passu with this charge.
- (f) A charge by way of legal mortgage over the undermentioned property and the proceeds of sale thereof.

Please do not write in this margin

Please complete legibly, preferably in black type or bold black lettering

Particulars as to commission allowance or discount (note 3)

Nil

per pro Coutts & Co.

Address: St. Martin's Office

440 Strand

London WC2R 0QS

Please see notes below.

Signed

Date 8/5/91

On behalf of [company] [mortgagee/chargee] *

* Delete as appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg. "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc. as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

M

403a

Declaration of satisfaction in full or in part of mortgage or charge

5125c

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

* Insert full name
of company

To the Registrar of Companies

For official use

Company number

--	--	--	--	--	--

911474

Name of company

* CASTLE COMMUNICATIONS PLC

I, CLIFFORD VICTOR DANE
of A29, BARWELL BUSINESS PARK, CHESSINGTON

† Delete as
appropriate

[a director] [~~the secretary~~] [~~the administrator~~] [~~the administrative receiver~~]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge† 8/9/86, 3/11/88 & 22/12/88 DEBENTURE

Date of Registration† 18/9/86, 15/11/88 & 11/1/89

Name and address of [chargee][trustee for the debenture holders] BARCLAYS
BANK PLC

§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged FIXED & FLOATING CHARGES
OVER UNDERTAKING, PROPERTY & ASSETS.

¶ Insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at _____

Declarant to sign below

252 HOOK ROAD, CHESSINGTON, SURREY KT9 1PQ
the 19 day of JULY
one thousand nine hundred and NINETY one
before me [Signature]

C Dane

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths C. R. Moore

Presenter's name, address and
reference (if any):

For official use Mortgage section 20 JUL 1991

Post room

CASTLE COMMUNICATIONS PLC
A29 BARWELL BUSINESS PARK
LEATHERHEAD RD, CHESSINGTON, SURREY KT9 2NY



M**403a****Declaration of satisfaction
in full or in part
of mortgage or charge**

5124c

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Please complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of company

Name of company

* CASTLE COMMUNICATIONS PLCI, CLIFFORD VICTOR DANE
of A29, BARWELL BUSINESS PARK, CHESSINGTON† Delete as
appropriate[a director] [~~the secretary~~] [~~the administrator~~] [~~the administrative receiver~~]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.Date and Description of charge† 15/8/88, 11/8/89 + 17/1/90 LEGAL CHARGEDate of Registrations 22/8/88, 22/8/89 + 26/1/90Name and address of [chargee][trustee for the debenture holders] BARCLAYS
BANK PLC§ The date of
registration may
be confirmed
from the
certificateShort particulars of property charged FREE HOLD AND LEASEHOLD
PROPERTIES¶ Insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at

252 HOOK LANE, CHESSINGTON, SURREY KT9 1PD

Declarant to sign below

the 19 day of July
one thousand nine hundred and ninety one
before me [Signature]A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths C. R. MoorePresenter's name, address and
reference (if any):**CASTLE COMMUNICATIONS PLC**
A29 BARWELL BUSINESS PARK
LEATHERHEAD RD, CHESSINGTON, SURREY KT9 2NY

For official use

Mortgage section

REGISTERED**20 JUL 1991**

Post room

vey

The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR



CORPORATE HEADQUARTERS
A29 BARWELL BUSINESS PARK, LEATHERHEAD ROAD, CHESSINGTON, SURREY KT9 2NY
TELEPHONE: 081 974 1021 FAX: 081 974 2674

Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

19th July '91

Dear Sir

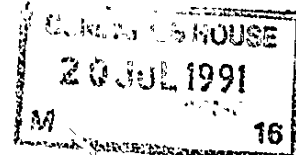
Please find enclosed by way of filing, nine 403a forms
for the following companies.

Castle Communications PLC
Castle Premier Releasing Ltd
Castle Sales & Marketing Ltd
Castle Home Video Ltd
Castle Target International Ltd
Hendring Ltd
Masterpiece Music Productions Ltd
Knight Records Ltd

Yours faithfully

A handwritten signature in black ink, appearing to read "C V Dane", written over a horizontal line.

C V Dane
Finance Director



M

**Declaration of satisfaction
in full or in part
of mortgage or charge**

403

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

567

To the Registrar of Companies

For official use

Company number

Please complete
legibly, preferably
in black type or,
bold block lettering

☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☒ 7 ☒ 8 ☒ 9 ☒ 0

911474

Name of company

* CASTLE COMMUNICATIONS PLC

I, IAN KEITH HOLDER

of Unit A29 Barwell Business Park, Leatherhead Road, Chessington, Surrey

~~as director~~ [the secretary] ~~the administrator~~ ~~the administrative receiver~~ of the above company, do

solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] ~~part~~

Date and Description of charge 7.5.91 ; MORTGAGE DEBENTURE

Date of Registrations 9.5.91

Name and address of [chargee] ~~trustee for the debenture holders~~ COUTTS & CO., 440 THE STR
LONDON WC2R 0QS

Short particulars of property charged All freehold and leasehold properties and/or the
proceeds of sale thereof and undertaking and all property and assets

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 150 Aldersgate Street, London

Declarant to sign below

EC1A 4EJ

the 9th day of September

one thousand nine hundred and ninety four

before me Simon Foster Trenchard Cox

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Presentor's name address and
reference (if any):

Norton Rose
Bank of America House
25 Cannon Street
London EC4M 5SL

Ref: 95/X121880

For official Use
Mortgage Section

Post room





Particulars of a mortgage or charge

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

m250c
HL

395

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

Name of company

18 19

911474

* insert full name
of company

* CASTLE COMMUNICATIONS PLC

Date of creation of the charge

9th September 1994

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEED OF DEBENTURE CONSTITUTING A FLOATING CHARGE

Amount secured by the mortgage or charge

PLEASE SEE ATTACHED CONTINUATION SHEET

Names and addresses of the mortgagees or persons entitled to the charge

The Chase Manhattan Bank, N.A. as Security Agent for the Beneficiaries
(as defined in the Debenture) - 410 Park Avenue, Ground Floor, New York

Postcode

New York 10022

Presentor's name address and
reference (if any):

THEODORE GODDARD
150 ALDERSGATE STREET
LONDON EC1A 4EJ

Ref: N714

Time critical reference

For official Use
Mortgage Section

Post room

COMPANIES HOUSE
23 SEP 1994

37

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

PLEASE SEE ATTACHED CONTINUATION SHEET

Particulars as to commission allowance or discount (note 3)

N/A

Signed *Theodore Geddeland*

Date *22-9-94*

On behalf of ~~[company]~~ [mortgagee/chargee]†

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - DEBENTURE - 9TH SEPTEMBER, 1994

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

Subject to the proviso below, all monies and other liabilities, whether principal, interest, obligations as a guarantor, commission, charges, costs, expenses or otherwise, in whichever currency which now are, or at any time hereafter, may become (whether on or at any time after such demand) due, owing or incurred to the Beneficiaries by the Chargor under any of the Loan Documents, and, in each case, whether alone or jointly with any other person, whether actual or contingent and whether as principal debtor, guarantor, surety or otherwise.

Provided that (notwithstanding the foregoing and any provisions to the contrary herein or elsewhere) until the Effective Time the Chargor's obligations under the Debenture shall be restricted to providing security for its obligations as a Borrower in respect of the Castle Revolving Credit Loan under the Credit Agreement (to the extent that such security and other obligations may be lawfully undertaken by it, in compliance with Sections 151 to 158 of the Companies Act 1985).

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

As beneficial owner and as continuing security for the Indebtedness by way of first floating charge the undertaking and all the assets of the Chargor both present and future.

The floating charge created by the Debenture is to become a specific charge, as regards any property, assets, rights or title specified in a notice from the Security Agent to the Chargor, if an Event of Default has occurred and is continuing.

The Chargor on 9th September, 1994 executed a First Charge over Shares in Certain Subsidiaries in favour of the Security Agent as trustee for the Beneficiaries as security for the same obligations as those secured pursuant to the Debenture. The first fixed charge created pursuant to such document over the Charged Assets (as therein defined) shall rank ahead in priority over any security over such corresponding assets created pursuant to the Debenture.

At any time after an Event of Default shall have occurred and is continuing, until the Debenture shall be discharged, it is and shall be a term of each contract relating to each debt constituted by a credit balance for the time being and from time to time on any account(s) for the time being and from time to time opened with the Security Agent and/or any Beneficiary at any of its branches in the name of the Chargor or to which the Chargor is beneficially entitled, together with interest for the time being and from time to time accrued thereon (all such debts and interest being referred to as the "Balances") or any part thereof shall not be payable or repayable by the Security Agent and/or any Beneficiary to the Chargor to the extent that the aggregate amount of the Balances at any time shall not exceed the Indebtedness, and the Security Agent and/or any Beneficiary may (but shall not be obliged to) for the time being and from time to time, without notice to the Chargor and in addition to any lien or other right to which the Security Agent and/or

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - DEBENTURE - 9TH SEPTEMBER, 1994

any Beneficiary may for the time being be and from time to time become entitled by law:-

- (1) retain the Balances or any part thereof to the extent of the Indebtedness; and/or
- (2) set off, transfer and/or apply the Balances or any part thereof, together with other sums (if any) for the time being and from time to time owing to the Chargor and in its hands, in or towards payment or satisfaction of the Indebtedness and, if it shall so decide, to purchase out of the Balances such other currencies at its usual spot rate for the time being as may be necessary to effect such set-off, transfer or application; and/or
- (3) combine or consolidate all or any of the accounts of the Chargor with it at any of the branches of it; and/or
- (4) refuse payment of any cheque, bill, note, order or notice of withdrawal drawn or made by the Chargor or upon which it may be otherwise liable and which if paid or complied with would reduce the Balances (exclusive of interest accruing) to less than the amount of the Indebtedness;

and the Security Agent and the Beneficiaries are not to be liable for any loss to the Chargor by reason of the exercise of such rights including, but without limitation, any loss of interest on the Balances.

The parties have agreed that to the extent that there are any inconsistencies between the above provisions and the corresponding provisions of the Loan Documents, the latter shall prevail.

The Credit Agreement contains covenants restricting, inter alia, the ability of the Chargor to borrow and/or guarantee and also a covenant to the effect that so long as any of the Loans shall remain unpaid or any Trade Letter of Credit Obligation or Standby Letter of Credit Obligation shall remain outstanding or any Bank shall have any Alliance Revolving Credit Commitment under the Credit Agreement or Chase shall have any Trade Letter of Credit Commitment or Standby Letter of Credit Commitment or Chase UK shall have any Castle Revolving Credit Commitment under the Credit Agreement or any other amount is owing by any Borrower to any Bank Party under the Credit Agreement or under any other Loan Document (each such term being as defined in the Credit Agreement), Alliance and each Restricted Subsidiary shall not create, incur, assume or suffer to exist any Lien, upon or with respect to any of its real or personal properties (including, without limitation, leasehold interests, leasehold improvements and any other interest in real property or fixtures), now owned or hereafter acquired, except for certain categories listed in Section 9.01 of the Credit Agreement.

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - DEBENTURE - 9TH SEPTEMBER, 1994

In the Debenture, the following words have the following meanings:-

"assets" means assets of every kind, including, but without limitation, the benefit of an agreement, a building or other fixture, a business, goods, goodwill, immoveable property, money, plant or other equipment, stock-in-trade, the uncalled capital of a body corporate, an undertaking and work-in-progress and any interest therein and, as the context shall require or admit, any part of such assets.

"Beneficiaries" means the Security Agent, Chase US, Chase UK and each Bank Party and each of their respective successors, endorsoes, transferees and assigns (each a "Beneficiary").

"Charged Assets" means all the right, title, interests and assets of the Chargor for the time being and from time to time the subject of or expressed to be the subject of any interest by way of security created by the Chargor in favour of the Security Agent under or pursuant to the Debenture or pursuant to the Loan Documents as further security for the Beneficiaries in relation to the Loan Documents and the proceeds of any security created by or pursuant to the Debenture or the Loan Documents, and, as the context shall require or admit, any part thereof.

"Credit Agreement" means the Second Amended and Restated Credit Agreement and Guaranty dated 9th September, 1994 entered into amongst, inter alios, Alliance Entertainment Corp., the Chargor, AEC Holdings (UK) Limited, the Guarantors and Banks (as therein defined) and the Security Agent.

"Debenture" means the Debenture and any deed for the time being and from time to time expressed to be supplemental thereto and any other deed or document for the time being and from time to time conferring rights upon the Security Agent as trustee for the Beneficiaries or to which it may be a party executed or entered into pursuant to the Debenture or any deed for the time being and from time to time supplemental thereto.

"Effective Time" means the time at which the company secretary of the Chargor shall certify as required by the Credit Agreement that all necessary procedures required by Sections 151 to 158 of the Companies Act 1985 (or other related legislation) have been followed and complied with to enable the Chargor lawfully to provide security and otherwise become obliged in respect of any obligations of any parties to the Loan Documents other than its own as a Borrower (in respect of which the proviso specified in the section headed "Amount Secured by the Mortgage or Charge" shall apply).

"Immoveable Property" means all freehold, leasehold, heritable or other land or buildings wheresoever situate and any estate or interest therein of the Chargor and as the context shall require or admit, any part of such immoveable property.

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - DEBENTURE - 9TH SEPTEMBER, 1994

"Indebtedness" means all monies, liabilities and other sums of whatsoever nature covenanted to be paid and discharged by the Chargor to the Security Agent as trustee for the Beneficiaries under Clause 2 of the Debenture and as specified in "Amounts Secured by the Mortgage or Charge" and, as the context shall require or admit, any part of such monies, liabilities and other sums.

"interest by way of security" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, title retention, finance lease, factoring or discounting of debts or any other agreement or arrangement for or by way of security, including such as arises or is imposed by operation or implication of applicable law and including any account with bankers earmarked or designated for the use of making preferential payments pursuant to Sections 40 and 175 of (together with Section 386 of, and paragraphs 9 and 10 of Schedule 6 to,) the Insolvency Act 1986 or any other provision of applicable law having similar or substantially similar effect or any Lien.

"Loan Documents" bears the meaning ascribed to it in the Credit Agreement and includes any Assignment and Assumption Agreement.

"Security Agent" means the Security Agent and includes its successors and assigns and also all other persons from time to time and for the time being appointed as Agent pursuant to the Loan Documents.

"security constituted by the Debenture" means the interests by way of security for the time being and from time to time constituted by or in pursuance of the Debenture and includes interests by way of collateral security and, as the context shall require or admit, any such interests.

In the Debenture certain words are defined by reference to their respective meanings in the Credit Agreement:-

"Acquisition" means either or both of (1) the purchase of more than a fifty percent (50%) Equity Interest in a Person, or (2) the purchase of any assets of a Person (other than the purchase of inventory in the ordinary course of business), including but not limited to the purchase of any Intellectual Property.

"Active Castle Subsidiaries" means each of Dojo Limited, Hendring Limited, Eastern Light Productions Limited, White Metal Music Limited, Castle Copyrights Limited, and KAZ Records Limited.

"AEC (UK) Deed of Debenture" means the Deed of Debenture made by AEC Holdings (UK) Limited to Chase, as Security Agent, dated 9th September, 1994.

"AEC (UK) First Charge Over Shares" means the First Charge Over Shares in Castle by AEC Holdings (UK) Limited, as Chargor, and Chase, as Security Agent, dated even date with the Debenture.

"AEC (UK) Guarantor" means Alliance, and on and at all times after 9th September, 1994, the Chargor.

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - DEBENTURE - 9TH SEPTEMBER, 1994

"Agent" means Chase US or Chase UK, when acting in its capacity as the Agent under any of the Loan Documents, and any successor thereto.

"Alliance means Alliance Entertainment Corp.

"Alliance Cash Offer Loan Notes" has the meaning specified in Section 2.14 of the Credit Agreement.

"Alliance Existing Term Loan Notes" has the meaning specified in Section 2.14 to the Credit Agreement.

"Alliance First Charge Over Shares" means the First Charge Over Shares in AEC Holdings (UK) Limited by Alliance, as Chargor, and Chase, as Security Agent, dated even date with the Debenture.

"Alliance Guarantors" means each of AEC Holdings (UK) Limited, Bassin, Encore, CD, Airlie, AEC Music, AVI, FLAC (as defined in the Credit Agreement), and on the Effective Time and at all times thereafter, the Chargor, and each Subsidiary of Alliance (other than the Castle Subsidiaries) that becomes a Restricted Subsidiary after the date of execution of the Debenture.

"Alliance Pledge Agreement" means the Amended and Restated Pledge Agreement dated February 4, 1994, by Alliance in favor of the Agent for the benefit of the Banks, as amended pursuant to an Amendment dated 9th September, 1994.

"Alliance Revolving Credit Notes" has the meaning specified in Section 2.14 of the Credit Agreement, meaning, a single form of promissory note of Alliance in substantially the form of Exhibit B duly completed, in the principal amount equal to such Bank's Pro Rata Share of the total Alliance Revolving Credit Commitment (each as defined in the Credit Agreement).

"Assignee" has the meaning specified in Section 13.04 to the Credit Agreement.

"Assignment and Assumption Agreement" means an Assignment and Assumption Agreement, substantially in the form of Exhibit H to the Credit Agreement, pursuant to which a Bank assigns and an Assignee assumes rights and obligations in accordance with Section 13.04 of the Credit Agreement.

"Bank" or "Banks" has the meaning specified in the preamble to the Credit Agreement and means Chase US, Chase UK, Creditanstalt Corporate Finance, Inc. and Creditanstalt-Bankverein, London Branch (together, as more specifically defined in Section 1.01), The First National Bank of Chicago, IBJ Schroder Bank & Trust Company, National Bank of Canada, European American Bank and ABN AMRO Bank, N.V. (together, as more specifically defined in Section 1.01), Bank of America National Trust and Savings Association, and each other lender which hereafter executes and delivers an instrument of assignment pursuant to Section 13.04 of the Credit Agreement (each a "Bank" and collectively, the "Banks").

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - DEBENTURE - 9TH SEPTEMBER, 1994

"Bank Parties" means the Agent and each of the Banks.

"Borrower" means Alliance, AEC Holdings (UK) Limited or the Chargor, or any or all of the foregoing, all in the context may require.

"Castle Deed of Debenture" means the Deed of Debenture between the Chargor and Chase, as Security Agent, dated even date with the Debenture.

"Castle First Charge Over Shares" means the First Charge Over Shares between the Chargor and Chase, as Security Agent, dated even date with the Debenture.

"Castle Guarantor" means Alliance and AEC Holdings (UK) Limited.

"Castle Obligations" means all indebtedness, obligations and liabilities of the Chargor to Chase UK or any Bank Party, now existing or hereafter incurred, under or arising out of or in connection with the Castle Revolving Credit Loans, the Credit Agreement or any of the other Loan Documents, whether for principal, interest, obligations as a guarantor, fees, expenses or otherwise, and all other obligations of Castle to Chase UK or any other Bank Party.

"Castle Revolving Credit Loans" has the meaning specified in Section 2.04 of the Credit Agreement.

"Castle Revolving Credit Note" has the meaning specified in Section 2.14 of the Credit Agreement.

"Castle Subsidiaries" means all Subsidiaries of Castle.

"Castle Subsidiary Deeds of Debenture" means each Deed of Debenture made by an Active Castle Subsidiary to Chase, as Security Agent, dated even date with the Debenture.

"Castle Subsidiary Guaranty" means each guaranty of the Castle Obligations made by an Active Castle Subsidiary to the Agent for the benefit of the Banks, dated even date with the Debenture.

"Catalog Subsidiary" means any Subsidiary which at the time of Acquisition by Alliance or a Restricted Subsidiary was engaged principally in the business of exploiting owned or licensed Copyrights and the businesses related or incidental thereto.

"Chase UK" means The Chase Manhattan Bank, N.A., London branch.

"Chase US" means The Chase Manhattan Bank, N.A.

"Copyright" means the exclusive right, granted by Law for a certain number of years, to control the reproduction, distribution, performance, alteration or display of a creative work fixed in a tangible medium of expression, where creative works include, but are not limited to, musical works, audio-visual works and sound recordings.

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - DEBENTURE - 9TH SEPTEMBER, 1994

"Copyright License" means a license to use and exploit a Copyright.

"Effective Date" means September 9, 1994.

"Effective Time" means the time at which the company secretary of the Chargor shall certify to the Agent as required by the Credit Agreement that all necessary procedures required by Sections 151 and 158 of the Companies Act 1985 (or other related legislation) have been followed and complied with to enable the Chargor lawfully to provide security and otherwise become obliged in respect of any obligations of any parties to the Loan Documents other than its own as a Borrower.

"Equity Interest" means any equity interest in a Person, whether in the form of stock, a partnership interest or otherwise.

"Event of Default" has the meaning specified in Section 11.01 of the Credit Agreement.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Guarantors" means, collectively, the Alliance Guarantors, AEC(UK) Guarantors, and the Castle Guarantors, each other Person that becomes a guarantor under the Credit Agreement and each Active Castle Subsidiary as a guarantor of the Castle Obligations under and in accordance with its Castle Subsidiary Guaranty.

"Inactive Castle Subsidiaries" means each of Castle Home Video Limited, Masterpiece Music Productions Limited, Castle Sales & Marketing Limited, Knight Records Limited, Castle Target International Limited, and Castle Premier Releasing Limited.

"Intellectual Property" means all Copyrights, Copyright Licenses, patents, trademarks and other types of intellectual property.

"Interest Rate Protection" means protection, by means of an interest rate collar, cap, swap or similar arrangement entered into by Alliance with a financial institution which is either a Bank, or a commercial or investment bank, the long term debt of which is rated at least "A" by Moody's or Standard and Poor's, or is otherwise acceptable to the Required Banks (as defined in the Credit Agreement), pursuant to which Alliance effectively limits to eleven percent (11%) per annum, for a period of not less than two (2) years following the Effective Date, Alliance's maximum interest rate on at least Thirty Million Dollars (\$30,000,000) aggregate notional principal.

"Interest Rate Protection Agreement" means the agreement under which the Interest Rate Protection is established and maintained.

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - DEBENTURE - 9TH SEPTEMBER, 1994

"Law" means any federal, state, local or foreign statute, law, rule, regulation, ordinance, order, code, policy or rule of common law, now or hereafter in effect, and in each case as amended, and any judicial or administrative interpretation thereof by a Governmental Authority or otherwise, including any judicial or administrative order, consent decree or judgment.

"Letters of Credit" means, collectively, a Trade Letter of Credit and a Standby Letter of Credit.

"Lien" means any mortgage, deed of trust, pledge, security interest, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority, or other security agreement or preferential arrangement, charge, or encumbrance of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction to evidence any of the foregoing), except for the rights of either the licensor or licensee under a Copyright License.

"Loan Document(s)" means the Credit Agreement, the Notes, the Letters of Credit, the Castle Subsidiary Guarantees, the Security Documents, the Subordination Agreements and, on and after its execution, the Interest Rate Protection Agreement.

"Note(s)" means the Alliance Revolving Credit Notes, the Alliance Existing Term Loan Notes, the Alliance Cash Offer Loan Notes, or the Castle Revolving Credit Note, or any or all of the foregoing, all as the context may require.

"Person" means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Pledge Agreements" means the Alliance Pledge Agreement, the Alliance First Charge Over Shares, the AEC(UK) First Charge Over Shares and the Castle First Charge Over Shares.

"Restricted Subsidiary" means (1) each Subsidiary of Alliance (including each Castle Subsidiary) as of the execution of the Charge other than AEC Americas, Inc., Premier Artist Services, Inc. Disquemusic Importadora, Ltda., Alliance Talent, Inc., Corporate Entertainment Productions (a New York partnership), and each Inactive Castle Subsidiary, (2) each Catalog Subsidiary, and (3) each other Subsidiary of Alliance (a) in which the direct or indirect loans, advances and other investments of one or more of Alliance and its Subsidiaries in the aggregate exceed Two Million Dollars (\$2,000,000) and (b) which is organized under the laws of, or the principal business activities of which are conducted in, the United States or any political subdivision thereof.

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - DEBENTURE - 9TH SEPTEMBER, 1994

"Secured Parties" means the Agent and each of the Banks.

"Security Agreements" means, collectively, (1) each and every one of the security agreements executed by any Borrower or any Guarantor under or pursuant to which such Borrower or such Guarantor granted to the Secured Parties a Lien on its assets to secure its obligations under or pursuant to the Credit Agreement and any of the other Loan Documents, (2) the AEC (UK) Deed of Debenture, (3) the Castle Deed of Debenture, and (4) each Castle Subsidiary Deed of Debenture.

"Security Documents" means the Security Agreements and the Pledge Agreements.

"Standby Letter of Credit" means a standby letter of credit issued by Chase for the account of Alliance.

"Subordination Agreements" means, collectively, the Subordination Agreement ("Ogilvie"), the Subordination Agreements (Meltzer), and each Vendor Subordination Agreement.

"Subordination Agreements (Ogilvie)" means the Subordination Agreement dated February 4, 1994, delivered by Mr. Bruce Ogilvie under the terms of the Credit Agreement.

"Subordination Agreements (Meltzer)" means, collectively, the Subordination Agreement dated September 30, 1993, delivered by Mr. Alan Meltzer under the terms of the Credit Agreement, as amended pursuant to an amendment dated February 4, 1994, and the Subordination Agreement dated September 30, 1993, delivered by Mrs. Diana Meltzer under the terms of the Credit Agreement, as amended pursuant to an amendment dated February 4, 1994.

"Subsidiary" means, as to any Person, any other Person who is controlled, directly, or indirectly through one or more intermediaries, or both, by such Person.

"Trade Letter of Credit" has the meaning specified in Section 3.01 of the Credit Agreement.

"Vendor Subordination Agreement" means a Vendor Subordination Agreement in the form of Exhibit F to the Credit Agreement.



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

MA 480
LV

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

Please complete
legibly, preferably
in black type, or
bold block lettering

MA 480
LV

911474

Name of company

* CASTLE COMMUNICATIONS PLC

* insert full name
of company

Date of creation of the charge

9th September 1994

Description of the instrument (if any) creating or evidencing the charge (note 2)

FIRST CHARGE OVER SHARES IN CERTAIN SUBSIDIARIES

Amount secured by the mortgage or charge

PLEASE SEE ATTACHED CONTINUATION SHEET

Names and addresses of the mortgagees or persons entitled to the charge

The Chase Manhattan Bank, N.A. as Security Agent for the Beneficiaries
(as defined in the Charge) - 410 Park Avenue, Ground Floor, New York

Postcode New York 10022

Presentor's name address and
reference (if any):

THEODORE GODDARD
150 ALDERSGATE STREET
LONDON EC1A 4EJ

Ref: N714

Time critical reference

For official Use
Mortgage Section

Post room

23 SEP 1994

PLEASE SEE ATTACHED CONTINUATION SHEET

Particulars as to commission, allowance or discount (note 3)

Signed Theodore Goddard

Date 22.9.94

On behalf of ~~[company/mortgagee/chargee]~~†

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - FIRST CHARGE OVER SHARES
- 9TH SEPTEMBER, 1994

AMOUNTS SECURED BY THE MORTGAGE OR CHARGE

Subject to the proviso below, all monies and other liabilities, whether principal, interest, obligations as a guarantor, commission, charges, costs, expenses or otherwise, in whichever currency which now are, or at any time hereafter, may become (whether on or at any time after such demand) due, owing or incurred to the Beneficiaries by the Chargor under any of the Loan Documents, and, in each case, whether alone or jointly with any other person, whether actual or contingent and whether as principal debtor, guarantor, surety or otherwise.

Provided that (notwithstanding the foregoing and any provisions to the contrary in the Charge or elsewhere) until the Effective Time the Chargor's obligations under the Charge are to be restricted to providing security for its obligations as a Borrower in respect of the Castle Revolving Credit Loan under the Credit Agreement (to the extent that such security and other obligations may be lawfully undertaken by it, in compliance with Sections 151 to 158 of the Companies Act 1985).

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

As beneficial owner by way of first ranking fixed charge all of the Share Security now or at any time hereafter in existence and belonging to the Chargor.

The Charge is initially to be perfected by equitable charge but without prejudice to the right of the Security Agent to call for a legal mortgage of the Charged Assets but only at any time after an Event of Default has occurred and is continuing.

The Chargor has covenanted and agreed with the Security Agent (for its own benefit and that of the Beneficiaries), until the discharge and release of the Charge, as follows:-

(1) Disposal of Charged Assets

The Chargor shall not and shall not agree to, save with the prior written consent of the Security Agent or in pursuance of any other obligation under or pursuant to the Charge, sell, transfer or otherwise dispose of any of the Charged Assets, except in connection with any transaction permitted by the Credit Agreement, but subject as provided in Sub-clause (4) below.

(2) Voting Rights

During the subsistence of the security constituted by the Charge, all voting rights attached to the Share Security are to be exercised in such manner as the Chargor may direct, provided that such voting rights are not to be exercised in any manner which in the reasonable opinion of the Security Agent is inconsistent with the security intended to be conferred on the Security Agent by the Charge or is in breach of the provisions of any of the Loan Documents. Notwithstanding the foregoing, at any time after an Event of Default has arisen and is continuing, the Security Agent may exercise all voting rights as aforesaid at its own discretion.

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - FIRST CHARGE OVER SHARES
- 9TH SEPTEMBER, 1994

(3) Variations

Except in connection with any transaction permitted by the Credit Agreement, the Chargor is not, by exercise of any voting rights or otherwise, to permit or agree to any variation of the rights attaching to or conferred by the Share Security or any part thereof without the prior consent of the Security Agent in writing, such consent not to be unreasonably withheld or delayed.

(4) Dividends

During the subsistence of the security constituted by the Charge, but only after an Event of Default has occurred and is continuing, all payments of dividends and other rights to receive dividends are to be paid into such account of the Chargor with the Security Agent as the Security Agent may from time to time specify, and provided further that at any time after an Event of Default has occurred and is continuing, all such dividends may be applied by the Security Agent in satisfaction in whole or in part of the Indebtedness and the Chargor is not to be entitled to receive payment thereof.

At any time after an Event of Default shall have occurred and is continuing, until the Charge shall be discharged, it is and shall be a term of each contract relating to each debt constituted by a credit balance for the time being and from time to time on any account(s) for the time being and from time to time opened with the Security Agent and/or any Beneficiary at any of its branches in the name of the Chargor or to which the Chargor is beneficially entitled, together with interest for the time being and from time to time accrued thereon (all such debts and interest being referred to as the "Balances") or any part thereof shall not be payable or repayable by the Security Agent and/or any Beneficiary to the Chargor to the extent that the aggregate amount of the Balances at any time shall not exceed the Indebtedness, and the Security Agent and/or any Beneficiary may (but shall not be obliged to) for the time being and from time to time, without notice to the Chargor and in addition to any lien or other right to which the Security Agent and/or any Beneficiary may for the time being be and from time to time become entitled by law:-

(1) retain the Balances or any part thereof to the extent of the Indebtedness; and/or

(2) set off, transfer and/or apply the Balances or any part thereof, together with other sums (if any) for the time being and from time to time owing to the Chargor and in its hands, in or towards payment or satisfaction of the Indebtedness and, if it shall so decide, to purchase out of the Balances such other currencies at its usual spot rate for the time being as may be necessary to effect such set-off, transfer or application; and/or

(3) combine or consolidate all or any of the accounts of the Chargor with it at any of the branches of it; and/or

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - FIRST CHARGE OVER SHARES
- 9TH SEPTEMBER, 1994

(4) refuse payment of any cheque, bill, note, order or notice of withdrawal drawn or made by the Chargor or upon which it may be otherwise liable and which if paid or complied with would reduce the Balances (exclusive of interest accruing) to less than the amount of the Indebtedness;

and the Security Agent and the Beneficiaries are not to be liable for any loss to the Chargor by reason of the exercise of such rights including, but without limitation, any loss of interest on the Balances.

The parties have agreed that to the extent that there are any inconsistencies between the above provisions and the corresponding provisions of the Loan Documents, the latter shall prevail.

The Credit Agreement contains covenants restricting, inter alia, the ability of the Chargor to borrow and/or guarantee and also a covenant to the effect that so long as any of the Loans shall remain unpaid or any Trade Letter of Credit Obligation or Standby Letter of Credit Obligation shall remain outstanding or any Bank shall have any Alliance Revolving Credit Commitment under the Credit Agreement or Chase shall have any Trade Letter of Credit Commitment or Standby Letter of Credit Commitment or Chase UK shall have any Castle Revolving Credit Commitment under the Credit Agreement or any other amount is owing by any Borrower to any Bank Party under the Credit Agreement or under any other Loan Document (each such term being as defined in the Credit Agreement), Alliance and each Restricted Subsidiary shall not create, incur, assume or suffer to exist any Lien, upon or with respect to any of its real or personal properties (including, without limitation, leasehold interests, leasehold improvements and any other interest in real property or fixtures), now owned or hereafter acquired, except for certain categories listed in Section 9.01 of the Credit Agreement.

In the Charge, the following words have the following meanings:-

"Beneficiaries" means the Security Agent, Chase US, Chase UK and each Bank Party and each of their respective successors, endorsees, transferees and assigns (each a "Beneficiary").

"Charge" means the Deed of Charge and any deed for the time being and from time to time expressed to be supplemental hereto and any other deed or document for the time being and from time to time conferring rights upon the Security Agent as trustee for the Beneficiaries or to which it may be a party executed or entered into pursuant to the Charge or any deed for the time being and from time to time supplemental thereto.

"Charged Assets" means all the right, title, interests and assets of the Chargor for the time being and from time to time the subject of or expressed to be the subject of any interest by way of security created by the Chargor in favour of the Security Agent under or pursuant to the Charge or pursuant to the Loan Documents as further security for the Beneficiaries in relation to the Loan Documents and the proceeds of any security created by or pursuant to the Charge or the Loan Documents. and, as the context shall require or admit, any part thereof.

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - FIRST CHARGE OVER SHARES
- 9TH SEPTEMBER, 1994

"Clearance System" means Cedel, S.A. and Morgan Guaranty Trust Company as operator of the Euro-clear system and such other clearance systems as may be approved from time to time by the Security Agent.

"Credit Agreement" means the Second Amended and Restated Credit Agreement and Guaranty dated 9th September, 1994 entered into amongst, inter alios, Alliance Entertainment Corp., AEC Holdings (UK) Limited, the Chargor, the Guarantors and Banks (as therein defined) and the Security Agent.

"Derivative Assets" bears the meaning ascribed to it in the definition of Share Security.

"Effective Time" means the time at which the company secretary of the Chargor shall certify as required by the Credit Agreement that all necessary procedures required by Sections 151 to 158 of the Companies Act 1985 (or other related legislation) have been followed and complied with to enable the Chargor lawfully to provide security and otherwise become obliged in respect of any obligations of any parties to the Loan Documents other than its own as a Borrower (in respect of which the proviso specified in the section headed "Amount Secured by the Mortgage or Charge" shall apply).

"Indebtedness" means all monies, liabilities and other sums of whatsoever nature covenanted to be paid and discharged by the Chargor to the Security Agent as trustee for the Beneficiaries under Clause 2 of the Charge and as specified in "Amounts Secured by the Mortgage or Charge" and, as the context shall require or admit, any part of such monies, liabilities and other sums.

"interest by way of security" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, title retention, finance lease, factoring or discounting of debts or any other agreement or arrangement for or by way of security, including such as arises or is imposed by operation or implication of applicable law and including any account with bankers earmarked or designated for the use of making preferential payments pursuant to Sections 40 and 175 of (together with Section 386 of, and paragraphs 9 and 10 of Schedule 6 to,) the Insolvency Act 1986 or any other provision of applicable law having similar or substantially similar effect or any Lien.

"Loan Documents" bears the meaning ascribed to it in the Credit Agreement and includes any Assignment and Assumption Agreement.

"Security Agent" means the Security Agent and includes its successors and assigns and also all other persons from time to time and for the time being appointed as Agent pursuant to the Loan Documents.

"security constituted by the Charge" means the interests by way of security for the time being and from time to time constituted by or in pursuance of the Charge and includes interests by way of collateral security and, as the context shall require or admit, any such interests.

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - FIRST CHARGE OVER SHARES
- 9TH SEPTEMBER, 1994

"Settlement System" and a "Nominee" thereof includes Talisman and Sepon Limited respectively for The London Stock Exchange and such other settlement systems and nominees thereof or of any other exchanges (whether in the United Kingdom or elsewhere) as may from time to time be used in connection with transactions relating to the Shares.

"Share Security" means:-

- (a) all or any of the issued ordinary shares in the Subsidiaries in issue at the date of this Charge or subsequently issued (each a "Share" and collectively the "Shares"), stocks, shares and other securities, rights to subscribe for, convert other securities into or otherwise acquire or in any way relating to any stocks, shares or other securities of the Subsidiaries:-
 - (i) for which certificates and other documents in the name of the Chargor have been or are about to be deposited or required to be deposited by the Chargor with the Security Agent or its nominee(s) or agents; or
 - (ii) are represented or evidenced by any certificates or other documents in the name of the Chargor from time to time hereafter deposited by the Chargor with the Security Agent or its nominee(s) or agents or belonging to the Chargor and/or received by the Security Agent, its nominee(s) or agents after the execution of the Charge;
- (b) any benefit or entitlement to Shares held by or on behalf of any Nominee of a Settlement System and represented or evidenced by any stock notes or other documents issued by such Nominee;
- (c) all dividends, interest and other income and all other rights deriving from or incidental to any of the foregoing, including all stocks, shares and other securities, rights, monies and other property (collectively referred to as "Derivative Assets") accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise in respect of any stocks, shares or other securities otherwise referred to in this definition of "Share Security"; and
- (d) any sale or other proceeds attributable to any of the items referred to in Sub-clauses (a) to (c) and rights in respect thereof.

"Subsidiaries" means:-

- (a) White Metal Music Limited (Reg. No. 2256639);
- (b) Castle Copyrights Limited (Reg. No. 02722628);
- (c) Dojo Limited (Reg. No. 2522703);

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - FIRST CHARGE OVER SHARES
- 9TH SEPTEMBER, 1994

- (d) Eastern Light Productions Limited (Reg. No. 02437404);
- (e) Kaz Records Limited (Reg. No. 1754535); and
- (f) Hendring Limited (Reg. No. 1809405),

each a "Subsidiary".

In the Charge certain words are defined by reference to their respective meanings in the Credit Agreement:-

"Acquisition" means either or both of (1) the purchase of more than a fifty percent (50%) Equity Interest in a Person, or (2) the purchase of any assets of a Person (other than the purchase of inventory in the ordinary course of business), including but not limited to the purchase of any Intellectual Property.

"Active Castle Subsidiaries" means each of Dojo Limited, Hendring Limited, Eastern Light Productions Limited, White Metal Music Limited, Castle Copyrights Limited, and KAZ Records Limited.

"AEC(UK) Deed of Debenture" means the Deed of Debenture made by AEC Holdings (UK) Limited to Chase, as Security Agent, dated 9th September, 1994.

"AEC(UK) First Charge Over Shares" means the First Charge Over Shares in Castle by AEC Holdings (UK) Limited, as Chargor, and Chase, as Security Agent, dated even date with the Charge.

"AEC(UK) Guarantor" means Alliance, and on and at all times after 9th September, 1994, the Chargor.

"Agent" means Chase US or Chase UK, when acting in its capacity as the Agent under any of the Loan Documents, and any successor thereto.

"Alliance means Alliance Entertainment Corp.

"Alliance Cash Offer Loan Notes" has the meaning specified in Section 2.14 of the Credit Agreement.

"Alliance Existing Term Loan Notes" has the meaning specified in Section 2.14 to the Credit Agreement.

"Alliance First Charge Over Shares" means the First Charge Over Shares in AEC Holdings (UK) Limited by Alliance, as Chargor, and Chase, as Security Agent, dated even date with the Charge.

"Alliance Guarantors" means each of the AEC Holdings (UK) Limited, Bassin, Encore, CD, Airlie, AEC Music, AVI, FLAC (as defined in the Credit Agreement), and on the Effective Time and at all times thereafter, the

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CASTLE COMMUNICATIONS PLC - 911474 - FIRST CHARGE OVER SHARES
- 9TH SEPTEMBER, 1994

Chargor, and each Subsidiary of Alliance (other than the Castle Subsidiaries) that becomes a Restricted Subsidiary after the date of execution of the Charge.

"Alliance Pledge Agreement" means the Amended and Restated Pledge Agreement dated February 4, 1994, by Alliance in favor of the Agent for the benefit of the Banks, as amended pursuant to an Amendment dated 9th September, 1994.

"Alliance Revolving Credit Notes" has the meaning specified in Section 2.14 of the Credit Agreement, meaning, a single form of promissory note of Alliance in substantially the form of Exhibit B duly completed, in the principal amount equal to such Bank's Pro Rata Share of the total Alliance Revolving Credit Commitment (each as defined in the Credit Agreement).

"Assignee" has the meaning specified in Section 13.04 to the Credit Agreement.

"Assignment and Assumption Agreement" means an Assignment and Assumption Agreement, substantially in the form of Exhibit H to the Credit Agreement, pursuant to which a Bank assigns and an Assignee assumes rights and obligations in accordance with Section 13.04 of the Credit Agreement.

"Bank" or "Banks" has the meaning specified in the preamble to the Credit Agreement and means Chase US, Chase UK, Creditanstalt Corporate Finance, Inc. and Creditanstalt-Bankverein, London Branch (together, as more specifically defined in Section 1.01), The First National Bank of Chicago, IBI Schroder Bank & Trust Company, National Bank of Canada, European American Bank and ABN AMRO Bank, N.V. (together, as more specifically defined in Section 1.01), Bank of America National Trust and Savings Association, and each other lender which hereafter executes and delivers an instrument of assignment pursuant to Section 13.04 of the Credit Agreement (each a "Bank" and collectively, the "Banks").

"Bank Parties" means the Agent and each of the Banks.

"Borrower" means Alliance, AEC Holdings (UK) Limited or the Chargor, or any or all of the foregoing, all as the context may require.

"Castle Deed of Debenture" means the Deed of Debenture between the Chargor and Chase, as Security Agent, dated even date with the Charge.

"Castle First Charge Over Shares" means the First Charge Over Shares between the Chargor and Chase, as Security Agent, dated even date with the Charge.

"Castle Guarantor" means Alliance and AEC Holdings (UK) Limited.

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - FIRST CHARGE OVER SHARES
- 9TH SEPTEMBER, 1994

"Castle Obligations" means all indebtedness, obligations and liabilities of the Chargor to Chase UK or any Bank Party, now existing or hereafter incurred, under or arising out of or in connection with the Castle Revolving Credit Loans, the Credit Agreement or any of the other Loan Documents, whether for principal, interest, obligations as a guarantor, fees, expenses or otherwise, and all other obligations of Castle to Chase UK or any other Bank Party.

"Castle Revolving Credit Loans" has the meaning specified in Section 2.04 of the Credit Agreement.

"Castle Revolving Credit Note" has the meaning specified in Section 2.14 of the Credit Agreement.

"Castle Subsidiaries" means all Subsidiaries of Castle.

"Castle Subsidiary Deeds of Debenture" means each Deed of Debenture made by an Active Castle Subsidiary to Chase, as Security Agent, dated even date with the Charge.

"Castle Subsidiary Guaranty" means each guaranty of the Castle Obligations made by an Active Castle Subsidiary to the Agent for the benefit of the Banks, dated even date with the Charge.

"Catalog Subsidiary" means any Subsidiary which at the time of Acquisition by Alliance or a Restricted Subsidiary was engaged principally in the business of exploiting owned or licensed Copyrights and the businesses related or incidental thereto.

"Chase UK" means The Chase Manhattan Bank, N.A., London branch.

"Chase US" means The Chase Manhattan Bank, N.A.

"Copyright" means the exclusive right, granted by Law for a certain number of years, to control the reproduction, distribution, performance, alteration or display of a creative work fixed in a tangible medium of expression, where creative works include, but are not limited to, musical works, audio-visual works and sound recordings.

"Copyright License" means a license to use and exploit a Copyright.

"Effective Date" means September 9, 1994.

"Effective Time" means the time at which the company secretary of the Chargor shall certify to the Agent as required by the Credit Agreement that all necessary procedures required by Sections 151 and 158 of the Companies Act 1985 (or other related legislation) have been followed and complied with to enable the Chargor lawfully to provide security and otherwise become obliged in respect of any obligations of any parties to the Loan Documents other than its own as a Borrower.

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - FIRST CHARGE OVER SHARES
- 9TH SEPTEMBER, 1994

"Equity Interest" means any equity interest in a Person, whether in the form of stock, a partnership interest or otherwise.

"Event of Default" has the meaning specified in Section 11.01 of the Credit Agreement.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Guarantors" means, collectively, the Alliance Guarantors, AEC(UK) Guarantors, and the Castle Guarantors, each other Person that becomes a guarantor under the Credit Agreement and each Active Castle Subsidiary as a guarantor of the Castle Obligations under and in accordance with its Castle Subsidiary Guaranty.

"Inactive Castle Subsidiaries" means each of Castle Home Video Limited, Masterpiece Music Productions Limited, Castle Sales & Marketing Limited, Knight Records Limited, Castle Target International Limited, and Castle Premier Releasing Limited.

"Intellectual Property" means all Copyrights, Copyright Licenses, patents, trademarks and other types of intellectual property.

"Interest Rate Protection" means protection, by means of an interest rate collar, cap, swap or similar arrangement entered into by Alliance with a financial institution which is either a Bank, or a commercial or investment bank, the long term debt of which is rated at least "A" by Moody's or Standard and Poor's, or is otherwise acceptable to the Required Banks (as defined in the Credit Agreement), pursuant to which Alliance effectively limits to eleven percent (11%) per annum, for a period of not less than two (2) years following the Effective Date, Alliance's maximum interest rate on at least Thirty Million Dollars (\$30,000,000) aggregate notional principal.

"Interest Rate Protection Agreement" means the agreement under which the Interest Rate Protection is established and maintained.

"Law" means any federal, state, local or foreign statute, law, rule, regulation, ordinance, order, code, policy or rule of common law, now or hereafter in effect, and in each case as amended, and any judicial or administrative interpretation thereof by a Governmental Authority or otherwise, including any judicial or administrative order, consent decree or judgment.

"Letters of Credit" means, collectively, a Trade Letter of Credit and a Standby Letter of Credit.

"Lien" means any mortgage, deed of trust, pledge, security interest, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority, or other security agreement or preferential arrangement, charge, or encumbrance of any kind or nature whatsoever (including, without limitation, any conditional

CONTINUATION SHEET

CASTLE COMMUNICATIONS PLC - 911474 - FIRST CHARGE OVER SHARES
- 9TH SEPTEMBER, 1994

sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction to evidence any of the foregoing), except for the rights of either the licensor or licensee under a Copyright License.

"Loan Document(s)" means the Credit Agreement, the Notes, the Letters of Credit, the Castle Subsidiary Guarantees, the Security Documents, the Subordination Agreements and, on and after its execution, the Interest Rate Protection Agreement.

"Note(s)" means the Alliance Revolving Credit Notes, the Alliance Existing Term Loan Notes, the Alliance Cash Offer Loan Notes, or the Castle Revolving Credit Note, or any or all of the foregoing, all as the context may require.

"Person" means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Pledge Agreements" means the Alliance Pledge Agreement, the Alliance First Charge Over Shares, the AEC(UK) First Charge Over Shares and the Castle First Charge Over Shares.

"Restricted Subsidiary" means (1) each Subsidiary of Alliance (including each Castle Subsidiary) as of the execution of the Charge other than AEC Americas, Inc., Premier Artist Services, Inc. Disquemusic Importadora, Ltda., Alliance Talent, Inc., Corporate Entertainment Productions (a New York partnership), and each Inactive Castle Subsidiary, (2) each Catalog Subsidiary, and (3) each other Subsidiary of Alliance (a) in which the direct or indirect loans, advances and other investments of one or more of Alliance and its Subsidiaries in the aggregate exceed Two Million Dollars (\$2,000,000) and (b) which is organized under the laws of, or the principal business activities of which are conducted in, the United States or any political subdivision thereof.

"Secured Parties" means the Agent and each of the Banks.

"Security Agreements" means, collectively, (1) each and every one of the security agreements executed by any Borrower or any Guarantor under or pursuant to which such Borrower or such Guarantor granted to the Secured Parties a Lien on its assets to secure its obligations under or pursuant to the Credit Agreement and any of the other Loan Documents, (2) the AEC(UK) Deed of Debenture, (3) the Castle Deed of Debenture, and (4) each Castle Subsidiary Deed of Debenture.

"Security Documents" means the Security Agreements and the Pledge Agreements.

"Standby Letter of Credit" means a standby letter of credit issued by Chase for the account of Alliance.

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CASTLE COMMUNICATIONS PLC - 911474 - FIRST CHARGE OVER SHARES
- 9TH SEPTEMBER, 1994

"Subordination Agreements" means, collectively, the Subordination Agreement ("Ogilvie"), the Subordination Agreements (Meltzer), and each Vendor Subordination Agreement.

"Subordination Agreements (Ogilvie)" means the Subordination Agreement dated February 4, 1994, delivered by Mr. Bruce Ogilvie under the terms of the Credit Agreement.

"Subordination Agreements (Meltzer)" means, collectively, the Subordination Agreement dated September 30, 1993, delivered by Mr. Alan Meltzer under the terms of the Credit Agreement, as amended pursuant to an amendment dated February 4, 1994, and the Subordination Agreement dated September 30, 1993, delivered by Mrs. Diana Meltzer under the terms of the Credit Agreement, as amended pursuant to an amendment dated February 4, 1994.

"Subsidiary" means, as to any Person, any other Person who is controlled, directly, or indirectly through one or more intermediaries, or both, by such Person.

"Trade Letter of Credit" has the meaning specified in Section 3.01 of the Credit Agreement.

"Vendor Subordination Agreement" means a Vendor Subordination Agreement in the form of Exhibit F to the Credit Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00911474

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th SEPTEMBER 1994 AND CREATED BY CASTLE COMMUNICATIONS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CHASE MANHATTAN BANK N.A. AS SECURITY AGENT FOR THE BENEFICIARIES (AS DEFINED IN THE DEBENTURE) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd SEPTEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th SEPTEMBER 1994 .

M. SAHA

for the Registrar of Companies

LC
28/9/94
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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00911474

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIRST CHARGE OVER SHARES IN CERTAIN SUBSIDIARIES DATED THE 9th SEPTEMBER 1994 AND CREATED BY CASTLE COMMUNICATIONS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CHASE MANHATTAN BANK N.A. AS SECURITY AGENT FOR THE BENEFICIARIES (AS DEFINED IN THE CHARGE) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd SEPTEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th SEPTEMBER 1994 .

M. SAHA

for the Registrar of Companies



LC
28/9/94
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