

MG01

Particulars of a mortgage or charge

023306 (091)

Oyez

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for company. To do this, please use form MG01s

SATURDAY



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AWCYPSKH
19/03/2011
COMPANIES HOUSE

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1

Company details

Company number

0 0 9 1 8 6 1 6

Company name in full

Chrysalis Holdings Limited (the "Company")

5

For official use

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

01 03 2011

3

Description

Description

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

Debenture dated 10 March 2011 given by the Company in favour of JPMorgan Chase Bank, National Association (the "Administrative Agent") (the "Debenture")

4

Amount secured

Amount secured

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

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Company or some other person) of the Company to any of the Secured Parties under or in connection with each and any of the Fundamental Documents as well as any obligations arising out of, under or in connection with any guarantee given by the Company under any of the Fundamental Documents as amended, increased, varied, novated or changed in any other way in accordance with the Fundamental Documents (the "Secured Obligations")

(Please see continuation sheets for definitions)

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge						
Name	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION						
Address	1999 Avenue of the Stars, 27th Floor						
	Los Angeles, California, USA						
Postcode	C	A	9	0	0	6	7
Name							
Address							
Postcode							

Continuation page

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

6

Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged						
Short particulars	<p>1 FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE</p> <p>1 1 Fixed Charges</p> <p>1 1 1 Subject to Clause 1 4 below (Excluded Assets), the Company charged with full title guarantee in favour of the Administrative Agent (as Administrative Agent for itself and on behalf of the Secured Parties) as continuing security for the payment and discharge of the Secured Obligations, by way of</p> <p>(a) in the case of freehold property in England and Wales vested in the Company at the date on which it became a party to the Debenture, first legal mortgage, and</p> <p>(b) in the case of any other Real Property, first fixed equitable charge,</p> <p>all the Company's right, title and interest from time to time in and to any Real Property</p> <p>1 1 2 Subject to Clause 1.4 below (Excluded Assets), the Company charged with full title guarantee in favour of the Administrative Agent (as Administrative Agent for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to</p> <p>(a) any Tangible Moveable Property,</p> <p>(b) any Accounts,</p> <p>(c) any Intellectual Property;</p> <p>(d) any goodwill and rights in relation to the uncalled capital of the Company,</p> <p>(e) the Investments and all Related Rights, and</p> <p>(f) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture</p> <p>Please see continuation sheets 1-5</p>						

Continuation page

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

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7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.	
Commission allowance or discount		
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866). We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).	
9	Signature Please sign the form here Signature <div style="text-align: center;">X <i>Morgan Lewis and Bockius</i> X</div> This form must be signed by a person with an interest in the registration of the charge.	

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

EB/PR - 066397-0418

Company name

MORGAN LEWIS & BOCKIUS

Address

CONDOR HOUSE

5-10 ST PAUL'S CHURCHYARD

LONDON

Post town

County/Region

Postcode

E

C

4

M

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A

L

Country

UNITED KINGDOM

DX

Telephone

+44 (0)20 3201 5672



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continuation sheet 1</p> <p>1 2 Assignments</p> <p>Subject to Clause 1 4 below (Excluded Assets), the Company assigned and agreed to assign absolutely with full title guarantee to the Administrative Agent (as Administrative Agent for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights provided that to the extent any such right, title and interest is not assignable or capable of assignment, the Company agreed to hold the benefit of any such right, title and interest on trust for the Administrative Agent in its capacity as administrative agent and trustee for and on behalf of the Secured Parties</p> <p>1.3 Floating Charge</p> <p>The Company with full title guarantee charged in favour of the Administrative Agent (as Administrative Agent for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations by way of first floating charge all of its present and future assets and undertaking</p> <p>1 4 Excluded Assets</p> <p>Unless otherwise expressly agreed in writing by the Company after the date on which it became a party to the Debenture, there shall be excluded from the Security created by the Debenture and from the operation of any further assurance provisions contained in the Fundamental Documents</p> <p>1 4 1 any asset or undertaking which the Company is prohibited from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which the Company is precluded from creating Security on or over without the prior consent of a third party),</p> <p>1 4 2 any asset or undertaking which, if subject to any such Security, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of the Company in respect of that asset or undertaking;</p> <p>1 4 3 any asset or undertaking situated outside England and Wales to the extent that any such Security would be unlawful under the laws of the jurisdiction in which such asset or undertaking is situated (or would present a material risk of liability for any director or officer of the Company or give rise to a material risk of breach of fiduciary or statutory duty by any such director or officer), and</p> <p>1 4 4 any unregistered Real Property which, if subject to any such Security, would be required to be registered under the Land Registration Act 2002 (provided that such Real Property shall only be excluded for so long as it remains unregistered).</p> <p>Please see continuation sheet 2</p>	

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continuation sheet 2</p> <p>2. CRYSTALLISATION OF FLOATING CHARGE</p> <p>2 1 Crystallisation By Notice</p> <p>The Administrative Agent may at any time by notice in writing to the Company convert the floating charge created by the Debenture with immediate effect into a fixed charge as regards any property or assets of the Company if</p> <p>2 1.1 an Enforcement Event has occurred and is continuing, or</p> <p>2 1.2 those assets are in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or</p> <p>2 1 3 it is necessary to do so in order to protect the priority of the Security over those assets</p> <p>2 2 Crystallisation. Automatic</p> <p>Notwithstanding Clause 2 1 above (Crystallisation By Notice) and without prejudice to any law which may have a similar effect, the floating charge created by the Debenture will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if.</p> <p>2 2.1 the Company creates or attempts to create any Security (other than any Security permitted under the terms of the Credit Agreement) over any of the Charged Property; or</p> <p>2 2.2 any person levies or attempts to levy any distress, execution or other legal process against any of the assets of the Company subject to the floating charge (provided that only the assets the subject of such process shall become subject to a fixed charge),</p> <p>2.2 3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company (save where such step is permitted or contemplated under the Credit Agreement) or an administrator is appointed to the Company or any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Company or files such notice with the court, or</p> <p>2.2 4 the Company is, or is deemed to or declared for the purposes of any applicable law to be, unable or admits inability to pay its debts as they fall, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally or any class of them (other than the Secured Parties) for the rescheduling of any of its Indebtedness</p> <p>3 ENFORCEMENT OF SECURITY</p> <p>3 1 Enforcement</p> <p>At any time following the occurrence of an Enforcement Event which is continuing the Security created by or pursuant to the Debenture is immediately enforceable and the Administrative Agent may, without notice to the Company or prior authorisation from any court, in its absolute discretion</p> <p>3.1 1 enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property, and</p> <p>Please see continuation sheet 3</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continuation sheet 3</p> <p>3 1 2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by the Debenture) on mortgagees and by the Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers</p> <p>4 Definitions</p> <p>"Account" means each current, deposit or other account opened or maintained by the Company with the Administrative Agent or any other bank or financial institution (and any replacement account or subdivision or sub-account of that account), the debt or debts represented thereby and all Related Rights.</p> <p>"Affiliate" means any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, another Person For purposes of this definition, a Person shall be deemed to be "controlled by" another Person if such latter Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such controlled Person whether by contract or otherwise</p> <p>"Borrowers" has the meaning given to that term in the Credit Agreement</p> <p>"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the Security created or expressed to be created in favour of the Administrative Agent by or pursuant to the Debenture</p> <p>"Credit Agreement" means the credit and guaranty agreement dated on or about January 11, 2010 between, amongst others, the Parent, the Administrative Agent, the Issuing Bank and the Sterling Agent</p> <p>"Credit Party" shall mean the Borrowers and the Guarantors</p> <p>"Enforcement Event" means, following the occurrence of an Event of Default, the Administrative Agent giving notice to the Parent of its intention to enforce the security granted under the Security Documents</p> <p>"Event of Default" has the meaning given to that term in the Credit Agreement</p> <p>"Fundamental Documents" has the meaning given to that term in the Credit Agreement</p> <p>"Guarantors" has the meaning given to that term in the Credit Agreement</p> <p>"Indebtedness" has the meaning given to that term in the Credit Agreement</p> <p>"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest (in each case to the extent of its interest and excluding any third party insurances)</p> <p>"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights including, but not limited to, those set out in Schedule 5 (Intellectual Property) of the Debenture</p> <p>Please see continuation sheet 4</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continuation sheet 4</p> <p>"Investments" means (a) the Shares and other stocks, shares, debentures, securities and certificates of deposit; (b) all interests in collective investment schemes; and (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b), in each case whether held directly by or to the order of the Company (now or in the future owned by it or (to the extent of its interest) in which or in the future has an interest) or by any agent, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such agent, nominee, fiduciary or clearance system)</p> <p>"Issuing Bank" means JPMorgan Chase Bank, N.A. and any other Lender which agrees to act as an issuing bank in respect of the Credit Agreement</p> <p>"Lender" and "Lenders" have the meaning give to those terms in the Credit Agreement</p> <p>"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, security, guarantees or indemnities of any kind (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).</p> <p>"Parent" means BMG RM Germany GmbH, a limited liability company organised under the laws of the Federal Republic of Germany</p> <p>"Person" means any natural person, corporation, partnership, trust, joint venture, association, company, estate, unincorporated organisation or government or any agency or political subdivision thereof</p> <p>"Real Property" means (a) any freehold or leasehold property (including the freehold and leasehold property in England and Wales specified in Schedule 1 to the Debenture (Real Property), if any), and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, and includes all Related Rights</p> <p>"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.</p> <p>"Related Rights" means, in relation to any asset (a) the proceeds of sale of any part of that asset; (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and (d) any monies and proceeds paid or payable in respect of that asset</p> <p>Please see continuation sheet 5</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continuation sheet 5</p> <p>"Secured Parties" means (i) the Administrative Agent, the Sterling Agent, the Issuing Bank and the Lenders, and their respective successors and assigns, and (ii) any Affiliate of a Lender which is a party to a Swap Agreement with a Borrower or which maintains a bank account on behalf of, or provides other banking services to, the Borrowers or any other Credit Party</p> <p>"Security" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment, reservation of title or other security interest and any other agreement entered into for the purpose and having the commercial effect of conferring security.</p> <p>"Security Documents" has the meaning given to that term in the Credit Agreement</p> <p>"Shares" means the shares specified in Schedule 2 to the Debenture (Details of Shares).</p> <p>"Sterling Agent" means J P Morgan Europe Limited and its successors (if any) in its capacity as agent for the Lenders.</p> <p>"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, provided, that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of any Credit Party shall be a Swap Agreement.</p> <p>"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 918616
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 MARCH
2011 AND CREATED BY CHRYSALIS HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANY OF THE SECURED PARTIES ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 19 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MARCH 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES